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PRESENTED BY
Mr. Chauncey S. Goodrich

Feb. 23, 1931

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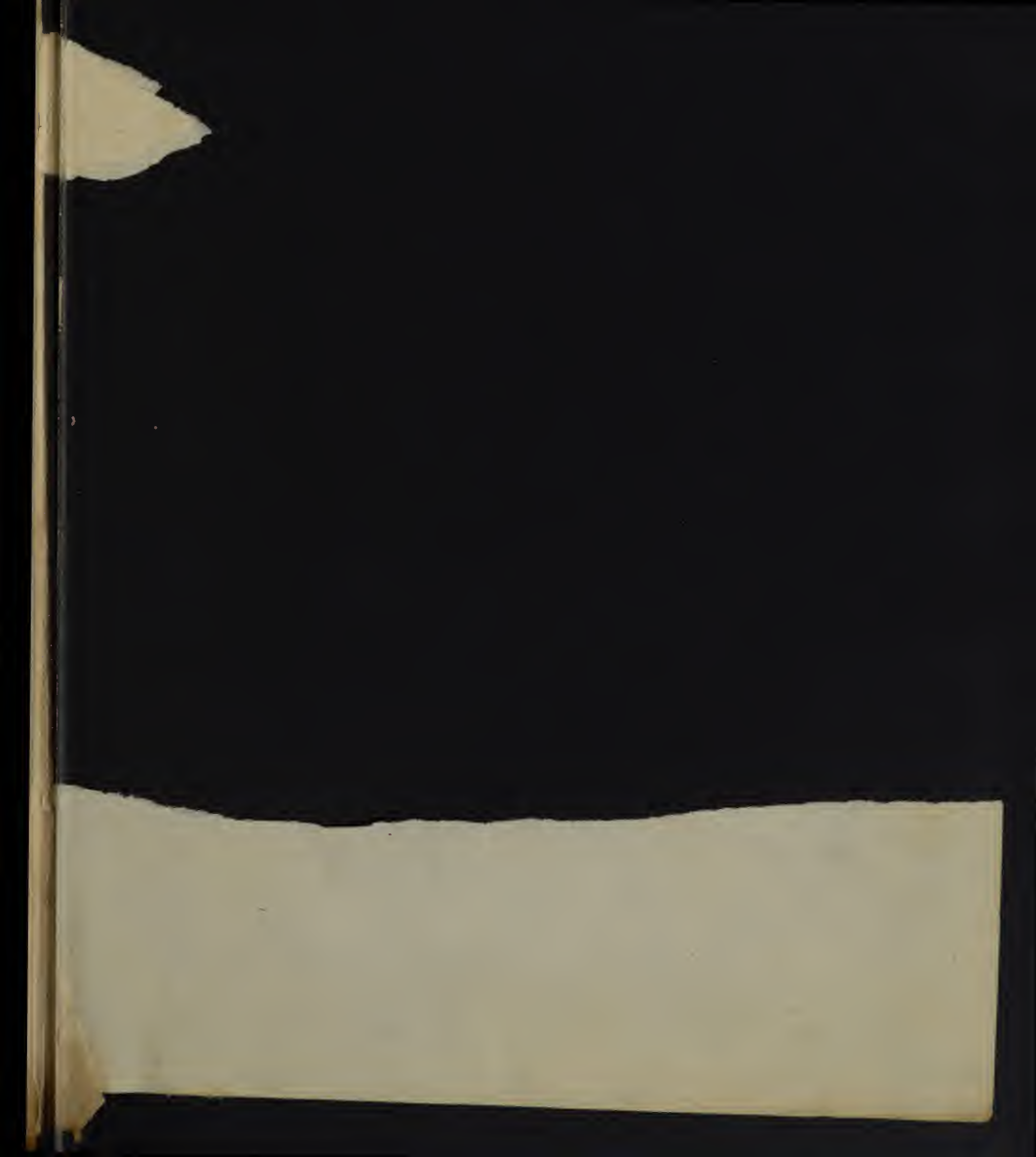
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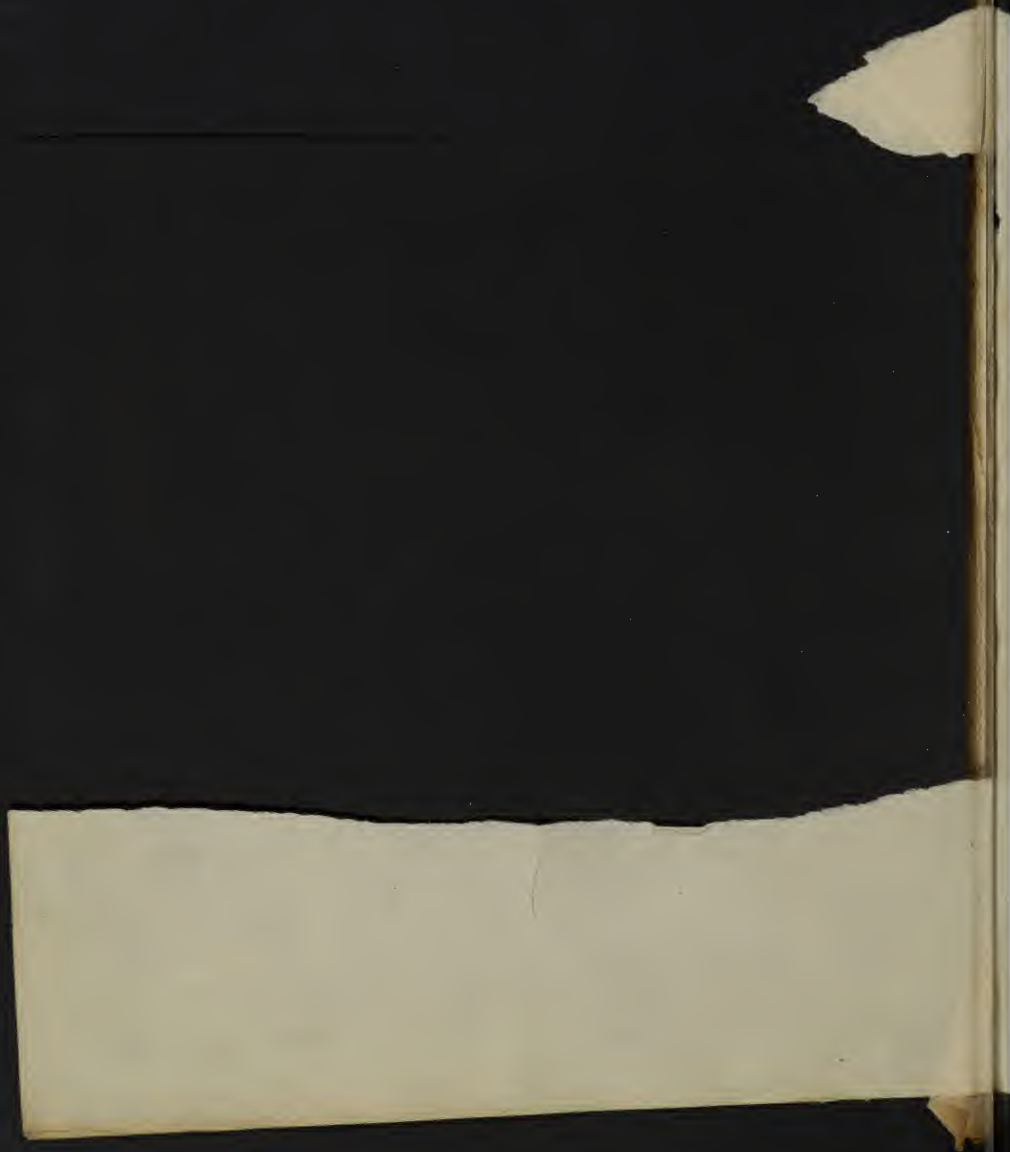
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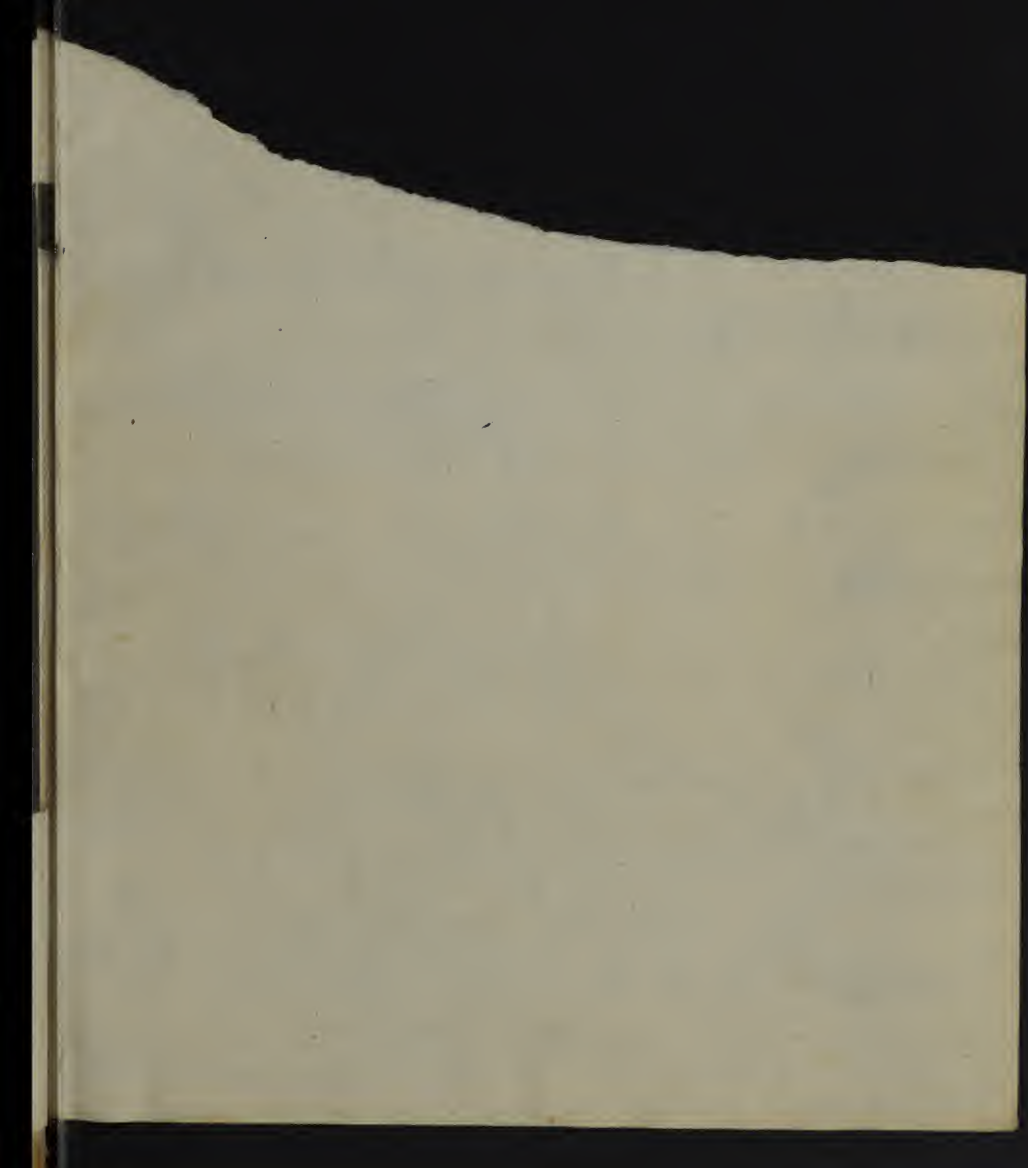
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Gift of
Mr. Chauncy S. Goodrich

26th

If a person agrees to be a partner in a business it must
be joined - if not it need not be joined.
not be joined -

Case for 44th about 1800
ring - disputable - that whether
that which belongs to the husband
can survive to the wife if he does not die.
If a promise is made to pay her
10 pounds - and husband dies
said she may recover by marriage
dower - no withholds says under
dower. It is sufficient to determine
what the principle is upon
the case can be founded.

8

Case 6th 199 -

estate in reversion to Baron
and Wife - remainder to the heirs of
Baron and wife - remainder in fee
to the husband during his
life - ^{for 30 years} the court said he might
bring it also for it was
for damages which he paid
was entitled to.

bein to A husband and wife ^{in a} common
to the wife of A - gives it a per-
fection that will survive ^{the law} against
the wife - when it is not ^{the} ~~the~~
husband must join the wife -
the law considers the action as
brought against the wife -
and it is in the wife's power -
so for all acts done before
conversion -

And the recovery of the husband
must join - for should the
wife ~~join~~ husband die the
action would not survive in
favour of the executor -

So for all wrongs which the
wife committed before or after
conversion -

If the tort was committed in compe-
ny of the husband - the husband
can be sued - but he died at
out of his company since

liable with him.

11 Roll 8 BQ8' Col Lill 551' Dec 3 1844

A man and wife in 1st section - both
cannot join - if the man is in
he may bring the action.

Each must bring an action
for themselves - yet the wife must
join the husband -

Batteries due to the wife or the
husband in action - they may be sued many
instances. 2d Vent 29 Cost 003'

If husband & wife are joined for
a battery upon the jury should
find the wife guilty and not the
husband - the judgment stands
against the wife which shows the
complicity of so bringing in the
action - If action should be brought
against the husband and then join
the wife -

She said that an action may be brought
for a battery to the husband and self and
if the jury find that the battery was
committed upon the ~~husband~~ wife and not
the husband! Inst 328 this is good -

It proved a wife to devise

This supposes that she had property
when married -

In contrast to the reason why she might
not be bound as

1 Because she had no property

2 Because it would amount to allow
the husband of his moral right

Barent's Lame

27th

As to real property the Statute
forbids the wife from aliening
but when there is no such Statute
can she alienate. Let us consider this -

In Com the wife may alienate by
Statute -

Can she alienate by Com Law

What was the Com Law?

If a wife has property independent
of her husband she has power of it as
she pleases. of course she may
alienate -

This is so decided by Com Law and
weight of authorities - for first
In early times the wife had personal
property to herself when the wife
was endowed in personal property
and this ^{she} might alienate -
Of course in action - can she alienate this
yes! for the same reason as the
husband cannot be affected by her

She says she has no property she
may tell her and in ~~the~~ ^{the} ~~same~~
Devin

But as to real-estate?

Probate asked her that the
will could devise.

Superior Court reversed the finding
the Court of Errors ~~reversed~~ ^{reversed} ~~reversed~~
the judgment of the ^{first} court.

Conclusion

He now devises away his real
property with his consent

with Child 11. B. 20

after Probate Ch. 31-32

Practon's view B. 21

But does he want his consent to
devise his own property?

Practon says that the will of
a man is not good without the consent
of his husband - because the husband
owns his goods. This evidently
is wrong.

1 Peter III 309

But if she has property of her own the
reason does not hold.

Beaton says the wife may never
enjoy the proaptanalia for the
ends property of her own and fran-
chise of her husband.

3 Peter 2

But by and by we shall find that the
other property - which is given in
actio interita this being the own
she might derive the property

1 Peter III 181

Beaton says that married women
have property distinct from their
husband and that they may receive
it by reversion 58

Therefore can be given to them
without the consent of their
husbands property
without consent - for the wife may
revert 8

In later years it has become common
to hold separate properties and this
I can derive

Thoy 190' La Had say it
may derive the personal property
without her husband's consent.

Thoy 300' Run 215' Thoy 175'
2 H 1000' 1/2 Run 1000' Run 1000'
1 H 1000' 2 Run 518-2 at 11/0
3 H 700' Run 253'

1. Said that Channing only can give
effect to Davis's bill -
But must give him some good
opportunity to do so.

2. Thoy 75' Said run nearly -
to his house in action of the law
without ^{the} execution of his power in
the way of his representation -
The way of execution

1 Med 211 216

Access to Home

The wife may alienate any things & sub-
 stances in the right of another

2nd Conty L Moore 340 1st Conty 44

25th 9/10th 2 East 55 20

In no situation can the wife be found who
 the ^{person} owns, ^{person} property independent
 of her husband when she may ^{not} alienate
 without the consent of her husband

Let us now consider whether the wife may
alienate away her ~~personal~~ ^{personal} real property
without the consent of her husband

Some have thought she may

But if this is so why do we do not
 find such consent & books.

Untill then & no man woman or child
 could alienate at all - that is real prop-
 erty. and soon after that it was
 possible to alienate real estate
~~because~~ the wife was ~~not~~ ^{not} allowed
 to alienate at all -

Then his objection is no weight -
The practice of devising real prop-
erty was understood by the canon
lawyers -

When they migrated from Germany
into England they did not advise
But after migration they copied
it from our civil law -

The civil law permitted the alien
of real and personal property -
say, Judge Reeves -

And ~~the~~ ^{the} ~~English~~ the Saxons women
as well as men might devise -
this is conjecture -

Some scholars such as Kent were
prejudiced by force and he
a married woman might devise -
But this was held not to be a good
reason because it was contrary
to the laws of the land -

But in this case the husband
did consent

2 Roll B15'

There was also a custom that the wife
might make a surrender of her copy
hold to the use of her self -

2 known as 1 Lord 18 some
case

Henry B 334' 23 Collis

There a wife had sequestrated her
husband - he gave her a
separated maintenance -

He surrendered her estate to the
use of her self - and heirs - and
the Seisin was legally -

This in fact was a deed - and not
a curtesy - for it was decided
that the husband ~~was~~ to the Seisin
for the husband was mounted away
the whole right - and therefore
his marital right could not
be effected - yet it could not
seisin away his curtesy -

Hence we must infer that Lanoni
had no notion about Sickness
except that they got from
from the women's law - which
permitted the wife to die -

But the one other requirement -

It was a common practice in
the early period in Iraq for the
woman to will away her property
that is personal property and this
was however good -

Now it seems that she was unincapacitated
at the time and therefore could not
make a conveyance

After the Hot of Mills the wife advised
lands during her term -

Yet there is ^{no} incapacity to alienate
to alienate personal property and this
proves that she was not incapacitated
to alienate real property on account
of Coverture -

"'Mod 128" I might have alienated to be
husband!

Brooks Decr 18 - then the court says
that wife may alienate ~~to~~ be known
when there is such a custom which
shows there is no incapacity -
since if the custom existed
she might -

Bayard v Red B. - 12 Mod 128

How then ought this to be viewed
when there is no Statute disagreeing
expressly with it.

No doubt but oh can -

yet it is said that the Stat of 34,
of Henry 8 is binding upon us.

Said that all those Statute enacted
before the reformation are binding
and this is true when there is
no repugnance or Statute to
the contrary -

Here we have a Statute to the con-
trary -

Then we enact a Stat in affirmance
of English Stat - of Privileges,
and restriction of the very Stat
should bind us - but when we
have a Statute expressed in dif-
ferent words the construction of
that Statute is not binding

Our Statute does not say but
some must may convey -

All others legally incapable are
included after lunatics idiots &c
But some reports are not included.
an objection was made that some un-
cert. should be included with idiots
&c but this was not assent -

So that the Stat now therein just
as they are at Com Law -

But said that words legally
incapable refer to them &c or
it means to cut off every body
legally incapable at Com Law -
According to Com Law no man
can convey or any person
use property - then for if this
is allowed no man can alien -
neither male or female -
Statute doesn't mean to the Stat of
Hen 8 - no law a Stat continues

And may desire underin can -

A husband covenanted that the
wife might convey -
He did convey - but it was not good
because the ³⁴ "H. &" forbade her and
he could not remove this disability.

Item 6027

Then at Com Lon only personal
property could be conveyed and
this by both sexes - ³² Henry & Permeth
use property with disability and
without any restrictions besides their
at Com Lon which prohibited conveyances
but not some conveyances -
But ³⁴ Henry & ³⁴ forbade women
to convey -

Can we have a statute which says
that all who are not legally enfranchised
shall ^{may} convey away free -

This respects the Bar of Henry & Permeth as
and gives women liberty to convey;
It is not the rights of the husband to convey land.

In marriage a reconciliation of the wife will
 In some cases it should be a reconciliation.
 Ahusen had 10000 £ and not expect
 ing to marry ~~him~~ settled it to John
 Atiles - afterwards she married
 Ernest Atiles - Ernest Atiles has
 all the personal property
 and thus in all it may be
 a reconciliation -

But here when the wife may
 make a will during cohabitation
 the will ought to stand -

But when she cannot make
 a will during cohabitation is refused
 for the marriage should be
 considered as a reconciliation she
 she might defeat the will -
 as she could not change the dis-
 posal of her estate by a new will
 after cohabitation -

There is every way a wife may will
away the choses and this is not
of course revoked by marriage.
For if it so happens that the
husband does not consent it
to possession the will stands
right the husband has it in his
power to defeat the operation of
the will by conveying the choses
to possession.

The Separate property of the wife
The wife may have both real
and personal property during
coverture -
Property may be given to her
sole and separate use - and this
she keeps independent of the
husband if she pleases -
Formerly such estate was
entrusted to a trustee for the use

of the wife - and the wife might
unwillingly without the consent of
of such trustee unless such consent
is so expressed, in the grant to her
by trustee - 30th 45th May 1871
by trustee - March 1871

Brown & Sene

It is now common to give a token to
the wife directly without seeing or seeing
of trustee - 1 p p 157 & 2 p p 302 (304)
The common words are to be seen
separate and common use &

Separate property means that
which the husband has no claim
to - but which belongs to her
independently.

In B Brown -

Though there is not technical words
others may be used -

Baron to Lorne

Question whether this can be so
conveyed as to defeat his creditors

PW 185-⁸₁₂₅ Trustee he seems to
be necessary - this is not necessary

1 PW 185

But the necessity of
bringing a suit - yet the need
not be a trustee - for she may go
any body to be bound for trust
her husband may be bound
and usually is

Baron 187 says the

187339 no trustee is necessary

Dec 185-

(Yet the property is liable for
debts of Executor if this is not
sufficient. I believe this refers to
Baron's opinion -

Proven to be true

31

A husband gives to his daughter
some ornaments upon marriage -
this not considered as a settlement
and not as paraphernalia which stays
on if necessary to take for debts
B & P W B 34 - gift of ornaments to be
not by the husband. This not taken
to be a settlement and not Paraph
2 term B 34 - notice -

Articles of agreement respecting
Wife or good

The husband may or will give
as many things etc. - except the
husband's gift or not good
or against the creditors of the hus-
band -

She may bind her separate prop-
erty. Among creditors by con-
tracts made by herself.
yet the wife's land may be
taken for the husband's debt

The marital rights of the husband

3 P.W. 441 1 Burrin on Ch 103

With respect to this subject proper
by s.t. is treated as joint sole
as far as can be

If the wife ~~gives~~ gives her estate
to disencumber the husband's
lands - this gives her no claim
because it is a gift.

But if she ~~takes~~ takes a receipt
of the money - she is creditor
against the estate -

If the wife loans to be returned
again it is considered a credit
to the estate -

If the wife borrows money for
necessaries without making
any ~~an~~ demand of the husband
she is not ~~considered~~ considered as
debtor to his estate.

2 P.W. 441

Brown & Co

It is a common thing in England for
the wife to come into a court of Chancery
and obtain her husband's estate. The
property shall be assigned to her
husband - this is good and valid -
Unless the Court respects occasion
in which 2 PM & C use the wife
Court will not her husband's property
ment - 2 PM & C

A wife will in her separate prop-
erty and profits of it in the husband's
hands none to interest - husband
dies - Courts say so in ten -
Did it is a present to him
A wife may ^{have} profits of it -
As she might ^{have} profits of it -
For putting it out in the hands
hands none -

If the wife has property given
to trustees for her support and
benefit - she may some how
get it away by deed - things
thus are doubtless to money -

It is said she may compel the
trustee to convey -

Is it not necessary

When it is necessary to institute
a suit or charge for her separate

property - what must she do?

When she ~~has~~ ^{has} no trustee she

may sue in the name of her

husband - if he refuses - she

may sue in the name of her

creditors may who must pay

the cost if necessary -

The reason why she must have a provision

any is that she a very B.G.B. will have
to get his cost -

Baron Hume

If the husband gets the separate property she may compel him to refund it -

Cases on Ch 35

So is a contract for separate maintenance the more we is showing against him -

As to settlement of property by minors before marriage -

Such contracts are not good upon the principle of *necessa res* -

Others on other to enter upon marriage Courts of law say they should be bound by such contracts

But it is a general rule that minors are not bound - this is

3 AGOY 2 Les 100

2 PR 243

an exception -

But if marriage is had without
consent of Parents - all contracts
upon such marriage are null
and void -

The court of Eq will look into
the circumstances and see if
the matter is conducted with
propriety -

A of 12 - C of 11 entered into marriage
C the female had a large property
A still upon her is competent likely
very this is good -

Hence in many cases the Court
will not consider them as bound
on either side -

If a contract is made by husband
and wife that of tho have been
all agrees to as he own will
into property this is good
in Chancery -

Marriage settlement upon a wife
or her issue - is good
against creditors if the settlement
is a reasonable one

But a settlement upon his
son is void against creditors -
Then the wife is married
settlement is reasonable in
good against creditors -

If a settlement is reasonable
and limited upon some con-
dition -

Settlement to his wife and
issue and remainder over to
his brothers

This is good as to the husband
and wife ~~but not~~ and come
but when it comes into the
hands of the brothers the
creditor may take it -

But it's a strange too - and it's to
 send his wife and child with me
 over to the brother - this is good
 because the marriage was not the sole
 consideration to the Hooyou
 I have not yet got of B54

2 p 25 p 61 Dry co at 35.4

Marriage settlements made in
 presence of articles entered
 into before marriage is good
 but it must be made exactly
 in presence of such articles
 else tis not good -
 2 length valleys 121

If a husband after marriage
 of its ~~own~~ estate by his
 wife he may make a reason-
 able settlement and this is
 good as against the creditors.

moving it might be done now
 Feb June 15' 8' 8' 1/2 all 84 Due is Aug 85' 22
 Number 187 4477 220 1/2 4188

Brown v. Brown

923

May 30th 1844

2 Brown L. 43

Settlements made by husband and wife
upon their separation - or rather
contracts of the husband to support
the ~~the~~ wife -

The husband is bound in this case
yet it has been doubted whether
then settlements would be made
It was decided here that she could
not recover by the court (Superior Court)
This was reversed -

yet held to be taken upon particular
circumstances -

The effect of this settlement now
held is a discharge of the husband's
liability for her necessities -

For she should pay out of her
means -

Of this was not enough to support
her - she would still be bound -
yet if the vendor did not know

of her separate maintenance the
husband would be bound -

If he did know of this Secret

Trust. Person thinks if this ques-
tion can be come up the husband
would be discharged -

When no person is concerned no
matter whether it is a settlement or
not - he is bound & if the woman is poorer
but when the wife leaves school
from her husband and the vendor
knows it - he ought not to look
to the husband -

The husband is permitted to discharge
the person of his wife - and if the
witnesses for services and person

he ought not to be liable

The authorities then go upon the ground
that the husband has released her
person and services -

A wife can sell ~~her~~ her lands in settle-
ment just as well as any lands of
her

But if only the usufruct is settled
upon her - she cannot dispose
of the fee.

So husband promises his wife
to do so and so - and this is
enjoining her executor to read
bond to perform the promise -

But the husband refuses to do
it to give him in conveyance
any ~~his~~ land and promises
to give her something in will
afterwards to give a bond to her
for any ~~her~~ so much - he was bound
for ~~her~~ 2 MS 148 2 Dec 14

So woman about to marry settles
an estate upon to her use - so as to
prevent the husband getting it
the ~~use~~ is void

2 Dec 17

A husband takes a mortgage to
himself and wife -

If he dies - the mortgage goes
to the wife upon the joint securities

But he the joint securities

It is very doubtful - Some people

think that she may take upon
the principle - viz

That the husband intended she
should have the estate if he were
to take also a voluntary estate
which she may take, against all
but Creditors -

If the wife mortgages her lands
to her husband - In England
it must be done by him -

A Covenant between husband and
wife to convey is good as against
her though authorities differ
much respecting it -

If a woman can convey land she ought to
be bound ^{by contract} to repay -

1 Mol 378 1 Eq ca at

If the husband pay the mortgage all
over well - but if he does not pay
It is forfeited -

But if the husband borrows money
to pay the mortgage in the land still
held for the second man -

Surgey prescribes thinks it should
not be sold - yet is differently
decided -

1 Leon 41

If the husband dies & that must be
as - the land really ought to belong
to her - If is the personal property
should be taken to satisfy the
the mortgage - but if the
not enough to pay the debt she
loses ^{her claim} - If the farmer went off
murder - wife & children -

1 hour 31 37 10 45

But this night of the night may be repeated
by showing great contentment—

part is unshaken evidence admits
to very interesting - go ho-

But not this is Equity arising
from a contrast. ~~There~~ evidence
may be admitted to rebut that.

Country -

10th 6th Dec 1854

T Branch 251''

Shall be paid on a note to be affected
by the wife's claims on account of
money advanced by way of mortgage.

1017284, 2. burn 889

Steph^r & mortgagor has estate to disem-
power his estate - sh is a mortgage
to the heirs - they must give
to the wife before they can Engra
2 MS 84

Bacon & Home

Montague that the wife has

This is a choice in action

The husband may assign it for
a valuable consideration -

But if he assigns it for a good
consideration this will not

be the wife of her right to it and
it will survive to her upon his

death he having not indeed it is
presumed 2 Vern 5 4th Price in ch 4th

It is liable to be taken for the husband's
debts =

The wife previous settlement is
a particular place.

Whenever a woman marries
if the husband has a settlement
in any place she has the same
settlement ipso facto by marriage
and if she becomes the wife of a pauper her
husband must maintain her -
But if a husband has no settle-
ment she gains no new one
by marriage -

If an Alien comes into Scotland
the town of settlement must
see he is provided with money down
upon the public treasury for the expenses
of support until he has been seven years -

Can she be carried to her native
place - ^{if} this happens he was a
holder of passage - and having
no settlement in any place

Buen Vista 378, 379

20 Group 2 said that a marriage
made without requisites is void that
all intents and purposes
before that time a marriage is
obtained a settlement though made
without the legal forms.

to 3 Witnesses

Husband & Wife as a general
rule cannot testify for or against
each other.

Parents may be ^{or} ~~prosecutors~~
~~children~~ and so on. Mother and

Father -

All the parties agree that they
shall either testify they were
in that case.

This does not proceed upon the
ground of interest or animosity.

The reason is that in order to preserve
domestic tranquility and this
induces them -

March 252 551

Some exceptions -

They may testify against each
other in treason -

There is no decision in this effect
but the case is so laid down in
the elementary writers -

So is in making the proof of
the crime against them and

So he is making the proof
against her -

When the husband is deceased
by a further officer in testimony
the wife may testify -

Things 583 - La Combe

State books 122 - H -

Adair's case in Strong -

though is something disputable,

Bacon & Lime

On the one hand they say it is a dangerous thing to present the wife to witnesses -

Y^t in the other she is ^{the only} one ^{generally} ever present it such a person often as it is usually done in a private manner -

Y^t a wife cannot testify against her husband if all the parties consent that she should -

The right of husband and wife have
to justify an assault and battery against
each other -

Both may justify an assault
against each other -

If either of them on attacked
each has the right to do what
the other might have done.

But a third person has no right
to defend either of them except
to part them -

A woman has a right to kill a
man attempting to ravish her -

But a man cannot kill another
whom he finds in a violent assault
on his wife - Why - because the husband

can do nothing more to support her
or defend his wife than she might do
herself - and she could not kill him -

So with law permits no man to be his
own avenger.

Duly celebration of Marriage -

It is an ~~some~~ ^{some} ~~law~~ ^{law} to this effect
in every well regulated commu-
nity -

Suppose A and B to agree to
marry - and do not but live
in ~~conjugal~~ ^{conjugal} ~~fornication~~ ^{fornication} -

He dies is the ~~husband~~ ^{husband} entitled to
dower - I believe being ~~never~~ ^{never} ~~sup~~ ^{sup}
of it -

Is a marriage not celebrated
according to legal requisites,
such as to entitle the children
to inherit as legitimate and so
to have dower - yes or no

Formerly marriage was considered
as a Sacrament and until
the Commonwealth of Ministers
only married

Upon the Restoration of Charles II

28
They were restored to the ancient
right of marrying

20 George declares that every
marriage not duly celebrated
shall be null and void to all
 intents and purposes.

An Irish marriage must
be published or with this
intention -

and must be per marriage
by a minister justice judge
of Superior Court - and Council

Justice never thinks that a
marriage not duly celebrated
is good & common law -
But the parties or subjects
both penalties -

Heard of a marriage made
by a common indifferent man
in an ^{it} might be stated -

Sabb. 537

A marriage by a papist priest
was held void

1 Cem vi 545 "all the world

2 Sabb 400 December 4176

There is no Article in 25 George
II - If it is one it must be
regarded.

Age to marry - is 14 for males 12 for
females - if they marry under
this age they must consent
when of age -

And if one is not bound so is
neither -

OC 22 MC 4, 3 11C 146

Coke Lib 33^a

As a marriage obtained by duress
void - such is not good -
there is some controversy however
respecting 11 James 1 35 it,

Some say that a marriage of con-
suet is void - Judge Reeves
says it is now well settled that
such a marriage is null and void
to all intents and purposes

What is a lawful marriage -

32 Henry says that all marriages within the degrees forbidden by God are void -

But in what relationship is within this degree of consanguinity

Whenever you find a person by computation to be within the 3^d degree ^{he} they can not marry.

First Cousins may marry -

Since they are ^{not} within the 3^d degree -

As to impedibility - divorce may be obtained -

A virtue to matrimony on all the divorce of the ecclesiastical courts or of this sort - they consider the marriage as void at initio -

Then in other cases of ~~marriage~~ divorces a mens & a thoro -

then arise after marriage -
such as adultery &c -
As divorce & annulment
monies has ~~been~~ ^{been} ~~dis~~ ^{dis} -

1 Com on 597' 1 Nov 208'
5 Oct 98 Carthage 271'
Oct 200235' 1 Feb 181'
Bank Ch 20227' 1 Nov 208'

the court has the power of
granting alimony in cases
of divorce

Divorce & mensu. A third
or only a separation - and the husband
is still entitled to all the wages
following and during cohabitation -

Knows him by this Superior
court and need hardly direct the
issue -

Court of Ten Hills said that
pervasive contracts only means
~~only~~ imbecility -

This is a singular construction
Adultery means adultery by Com-
mon Law -

The doctrine is that ^{not} ~~the~~ wife is entitled
to divorce if the fault is her own -
If a woman has left the husband
for five and twenty years she is
not legally absent -

An Adulterous Court can annul it
off a $\frac{1}{2}$ if they please y^e the
husbands property -
But not more -

A man in Can. may by Stat
moving his wife & sister -

Over Stat says none shall
marry within the Levitical degrees.

It was once decided in this State
that the wife should have $\frac{2}{3}$ of the
husband's estate -

At present the husband fearing
the court would compel him to
settle on a lifetime of $\frac{1}{3}$ on his wife
conveyed all his real property
into cash - the court said I should
convey so much of his estate
or forfeit a sum of money equal
to two thirds of his estate - He did not
buy and she died upon the promise
He supposed that the promise could
not be annulled even but as she
very possibly cannot be annulled he
lost what was equivalent to $\frac{2}{3}$ of his
estate -

L has no property
 But to be her body - no she can
 not take her away one expen-
 ment - let alone
 Then it is the propriety improper
 try a brief makes the true reason
 Why she is not to her land join
 in every case because it is no
 much to - for it does not
 survive to her

13 Feb 527 must be
 read in a statement
 So is this for for upon it we
 cannot must be in our; no
 but to make that if the introduction
 was effected - he must join
 because this would survive
 4 mod 150^d 1 Feb 124^d
 Cook some 77^d 170 11548^d
 347^d 3 Dec 412^d 170 11548^d

Suppose the ref released his bonds -
 when moving - the cost of his
 moving - longer to make and
 he need not join to be removed

Yet he sh may begin -

Words & 111

But it is said that he may sue
for a debt due before marriage -
the reason why he may sue
for a debt of rent incurred before
marriage is that that year is the
year - and this therefore does not
support the above assumption -

Cost Jan 2. 186

1 Cent 102-52"

More & 2 Cost & 1847

399 '438'

Consequence of joinings if the
husband dies just after the joinings
goes to the wife - but in the
husband might have died
before of the husband -

Yet say the court the wife gets
the judgment by the joint execution
- and for this is no joint
execution - therefore the wife
cannot take to herself so early

takes as trustee to the executor
at least for the insolvency -
But this is not the ground
(in quis onerandus).

It is a different principle -

Undoubtedly it was the intention
of the testator to leave his wife
the wife to give her the right
to the property if she was
just - and in this seems to
be his intention & she should
not be told what her hus-
band gave her - she can
judge & never thinks when
there is no quis onerandus.

But settled in this state -

It is necessary to be not
to give the wife when the wife
was the meretricious woman
so far as to her when the specific
@ money was claimed as a loss

to join in services and am
young - but it should not be
joined -
So if the wife is abandoned he
must live alone

Not same but
Doth not I Jan 14th
1 Jan 1860

As said it is no case where
the husband joined the wife and
he was the master of the house
and the promise was sworn

One case says he went

2d Dec 15th

It is certainly no necessity
On particular case

Can the wife be joined in an action
of quasi assumpsit for neglect of the
wife alone -

Reason for the same May 27

Cases where the husband must
join the wife - and where she
may be joined - and also where
they must be joined -

Where the action would survive
against her they must be joined.

Any injury done to her before
marriage - the action must be
brought in Chancery both if
the husband would survive
as if he was shamed - or
assaulted and battered they
must be joined because the
action would survive -

For if the husband should sue
alone - the judgment is void
his counter of the wife -

Authorities 1 Bulst 21 1 Roll 1347
Coulst 21 527 1 Sear 25 1 Coulst 319
Yelb 89 1 Brown 105 1 Roll 1

as usual -

^{James}
Crot 508 588 Crot Ch 90

Cases in which he ~~must~~^{may} give
his wife

When the property comes by her
and - it is his -

When he may see some the
action today never think
does not survive in any case
if it is so the in some
cases when the action is the
one does survive -

All the cases arise from only
the property owed for ^{debt} ~~some~~ ^{debt} ~~some~~
conversion - they

3 Lev Almond & Levin - that a
husband may see down for a
son - but the

Alley B^d - This was a bond given

2 Lev 107 - the husband may
see with wife -

Baron H. Linn

Case 369 Legacy given ~~since~~
marriage certificate - but he may
see alone

3d 21. This does not support
the rule that a husband may
see alone for choses before marriage
even

Elementary ideas are not sufficient
to rule. They suggest if anything.

Case 370 the Chancellor says
that if the choses come before
or after certificate and the
husband dies first and then
marriage - the wife survives with right
of dower before - she must be given
dower surviving after she may be given
2d 21

Why must the husband & wife be
given? she cannot - but - say
It is said she is no person -
she does not exist -

untrue -

It is not over when and they
Says was not pleased in a statement
not to be maintained - no reason
they can be taken off records
in any stage of the proceedings
This ^{does} not affect it this law too
if it received the money
would go the other hand.

The Convention is not of course
a disqualification - yet so
said by our elementary writer
Some say it is absurd - for it
does not create them - but
does it not create power?
The true reason is

It would be unreasonable thing
that the Sigs should be mixed
with this matter - in any way
If it is broken ^{in any way} who pays the cost?

Brown H. Case

But this case will not often happen because the husband, having the usufruct will be a sufficient inducement for him to accept or ratify the acceptance of the wife in one case and not of agreement in the other.

But if a lease is made to the wife the husband may dissent to the lease or not as he pleases.

May 21st 1841

Wife creating a power of attorney may create a power independent of her husband. But it is disputed whether she can create certain powers as for instance creating a power of attorney. If she holds land for trust for another she may create to them the power she has to convey. But if a man ^{gives} her land to disposition as she pleases she may create a power to convey them to any person ^{or persons} ^{as she pleases}.

Baron & Hume

Question now is this - whether
lands vested in her upon condition
can be conveyed without her consent
by power of attorney -

Wm James 13^d 187

Judge here thinks of course convey
without the consent of the husband
Hardgrave thinks it is much
questionable -

Here then we have no prejudice
to the husband any more than
if she was a married trustee in
which case she may execute
a power -

The power of the husband has to con-
vey away the wife's property -

All the husband can convey
is what he owns in it - that is not
a fee but only an interest for
his life -

He cannot make any dis-
position or any of the estate
given him in marriage for he will nevertheless
be liable to answer if he places some
of it to some person -

It properly is conveyed to the hus-
band and wife - the wife may
dissent after separation if she
pleases even though she con-
sented during her marriage
then she was under coercion
from the husband -

If the wife joins ^{with} the husband in
a conveyance of his real prop-
erty it is legal - though this is ^{not} valid

not bind her upon his death
she may satisfy the conveyance
if she pleases -

This conveyance is not void in
notable since she may by her
agreement make it valid -

14th Roll 349.

If a lease is made to husband & wife and
she affirms the lease ~~affirms~~ after
her husband's death by acceptance
or payment of rent implies an agree-
ment -

If any overcharges are due to the hus-
band she takes them - why - because
they are joint tenants and the wife
concedendi gives it to the survivor
who is the wife -

But if the wife is not joined in the
conveyance & the executor of the
husband - then it is the joint
tenancy that gives it to her -
When there is no joint tenancy

(as in Case) the wife may write
go to the executor of the husband.
The wife may agree to some
arrangement made by them during
lifetime after his death but if
she does this she subjects herself
with all I hold & say but not go
beyond of that state estate

Suppose a woman has lease when
married and owed rent - the money
her husband does not pay the
rent - and he dies - now should
she pay the rent - or is she held
released - there is a peculiar
principle - the wife is released
for rent incurred after marriage -
as to that due at the time of marriage
she is liable and may be sued
after his death -

The executor of the husband must
pay what incurred after marriage
if he does not pay ~~incurred~~ ^{incurred} _{can}

Brown & Lorne -

Here the girl by her own act com-
mits the ~~the~~ creditor or lessor
to charge his security and collect
the same from the husband who
she lived before marriage -

1 boll AB 51-

To Roy O. 1 Dec 25-

If there is a contract entered into
by wife & husband in or no benefit
to him or husband as to her till
his death the husband can
not release her claims -

A promise to the wife of A made
in his (A) death -

Brown & Lorne the third time has
no interest -

In it none of necessity with
upon the security of the husband
not upon the end of his day

first - the annuity goes to her
A woman may ~~lose~~ her estate by
the negligence of her husband
in some cases

A C. - Susan come in to leave a
Legacy if some time is
paid ¹⁰⁰ at such a time - now a
husband being married cannot
pay himself and if he does
not pay for the legacy is
forfeited by non-performance of condition
Let her 245

But when the condition is annulled
by him and not by the act of the
parties the wife shall not
be injured by the neglect of the
husband -

Suppose a husband sells his wife
up estate or fee it will forfeit her
estate
Let her 245 232

When the husband & wife
must be joined -

1. When the husband is bound to
join the wife -

If the husband makes a conveyance
of any thing which belongs to the
wife he must join her -

But the husband may join
his wife or not when she
earns money by the day
labour -

When the wife is the meretricious
course and the admission is ^{of Sordid}
admitted upon principles of
compassion -

They must be joined when the
husband would survive against
her - else the suit might be
brought against her after his
death -

Private Relations by Judge McCre

Husband & Wife

1 The right which the husband acquires
to the personal property of the wife
His right in real property is distinct
from that ~~power~~ ^{interest} acquired in personal property
Real ^{estate} is interest in lands generally.
3 kinds of Real Estate

3 kind of personal property
1. Personal effects
2. Money
3. Personal property

Personal property

1 ^{Personal property} Money in possession - money acct. 9

2 Chattel to

2. Obtains in return of bonds notes mon-
ies which the person is entitled to

3 Estate in various realty one for 99 years - there is a Little real-

It is right in possession of the books
in possession -

Marriage gives the husband an absolute right in all the personal property owned at the time of marriage - nor has he with any right over the property. It belongs to the husband as much as property which he bought with his own money -

Operation of this & Creditors -

In many case the Creditors are injured by marriage. As the debts of the wife are not transferred to the husband though the property is -

But the husband is not liable for the wife's debts if the collection is not made during coverture -

During coverture he is liable for all her debts contracted before marriage -

This is the only case when property can be recovered by the creditors of creditors -

But the husband during coverture does not become liable on account of becoming debtor, as the wife else she would be liable on a promissory note as well as before coverture -

1 P W 2, 1 P 3 P W 2, 12 412 Toldrich v. v.

Though the husband is not liable because he receives property by his wife - for upon this principle he would be liable.

why to the amount of her property -
But the fact is otherwise. The husband
must pay whether he gets any
thing by his wife or not.

The reason why the wife is joined
with the husband is because the
action would survive against her.
Then the reason why the ~~husband~~ husband
is liable for the wife's debts is out of
mere favour to the wife -

A wife can never be imprisoned with-
out the husband - and he cannot
discharge himself without paying
it with the wife.

And if the husband breaks jail and leaves
his wife behind - the gaoler cannot
keep the wife's ornaments - that is only
to enquire how the facts are -

But if A the wife of B survives and is seized
and finding the writ of marriage B -

then B may be taken by her single
name - if the writ does not say
husband -

What right does the husband
acquire in choses in action such
as bonds right to damages notes
&c.

His right is not so extensive
as that to personal property -
He has a right to get possession
and has not absolute prop-
erty until he gets such possession -
but if the husband does
not get possession during mar-
riage the property goes to the
wife would have it if she had
not married -

Suppose a husband should assign
his wife choses in action -
It would be good - but this
must be done for a valuable
consideration. whereas the
husband may give away his
property or make an assignment
without any ^{consideration} consideration. 20th 204
- 217 2 down in Ch. 10.

But the husband cannot claim over
his wife's share in action if he has
not previously reduced them to
possession.

An equity however the husband
may by a competent settlement
become a purchaser of her shares
in action.

The jointure is different
from a settlement.

The joint is in lieu of dower in
real property but the latter is
distinct from the jointure it is
giving to her out and out so much
for her shares in action and other prop-
erty.

2 Ben 6th Thurs 1088
2 Ben 6

When an estate is settled as jointure
it bears dower - but when it is inde-
pendent of dower - it is a fraction
of her property as before mentioned -

in husband -

Since the introduction of the Chancery
it has become very common to
hold equitable title without the
legal title - such as trusts
Agreements to purchase &c &c
the legal title is the Equitable.

Now shall the husband get it
into action -

He must go to the Chancery and
ask the legal title and ask him
to sue or collect but he often
won't do this. The husband may go
into Chancery and compel the trustee
to convey to him the property held
for him in trust for his wife.

But the Cy will often ^{be} ~~compel~~ ^{compel} the
wife ^{must} ~~is~~ insist upon it is most
wiser to have a settlement made
upon her by her husband for this
purpose - 3 PM 202 2 PM 201 3 PM 12"

Peru 1792 May 27 590

The court at all events will compel
the interest to be paid over to the husband
by the trustees - In the husband's case -
perhaps the wife and her an equitable
claim to the use of the property -
But if the husband has already got
a large estate by his wife without
making any settlement they will
sometimes stop the principal on
interest both -

The assignees of a bankrupt are in
the same state - they need not pay
over until the creditors make a settle-
ment -

2 A 20 20038

Yet if this case has been assigned
for a valuable consideration the
court will not compel the settle-
ment to be made -

1 King 17-18 B A 204' 20038

2 A 20 20038-13 2011

2 A 20 20038

in the husband -

But the Husband cannot receive any

Dillon & Toms by Judge Reeves May 5 1833

There is a question growing out of this long
much importance - It arises from this
The husband is administrator on his
wife's property - what must he do with
the income - he has no right to them
himself - he must pay the debts of the
wife if he assets enough ~~and~~ if this
is not enough then pay as far as they
go but sufficient there is more than
enough to be his surplus -
Some say the husband - for he has a
marital right

The husband has a right in England but
this right depends upon a Statute
which does not operate ^{here} for it was
not so at Common Law - but here we
have no Statute, except that the Common Law
must govern - yet some say this
the English Statute is in affirmance
of the common - if so then it is
true that this is the wife's surplusage
as choses shall go to the husband -

21 Coh 51" 1 Poll 140" 1 Seal 207" Moon 871"
1 PM 378" 382 384 520" 1 boy 13"

Every State in the Union has a Stat of dis-
tribution founded on the Stat of Charles
II 28 March 20"

Historical attention of this subject
The most ancient doctrine was
that when a person died intestate
the personal property went to the
Heir. (if he had children a part
~~might~~ must be paid to them and to
his wife & ~~to the wife & to the children~~
~~the estate~~ this was left to pay his debts
then if there is more than enough
to pay his debts then dispose of his
last third for the good of his soul.
But if he had devised the remaining
3rd the will would govern but the
above suppose no will - yet the
will would not operate to defraud
creditors.

The clergy are disputing under the
Heir - Thus they held it in trust for
the children as above said

and they used it the same as the King
would use himself.

But the Clergy we supposed not
to be accountable to any but to
God and their own consciences.
And thus the Clergy disposed
of the surplus to the most pious
purposes or this thought &
of their trusts were not fulfilled
there could be no help for it -
as the Bishops or Clergy were
above earthly accountability,
and sometimes they applied the
surplus to their own benefit.

Rever. Hist. of Eng. 71 '85' 527

At length the Legislature gave a check.
This was done in the Henry 2^d

This gave an action to the creditor
to recover the ^{debts} ~~debts~~ from the Bish.
of who held the 6 out of which the
debts only could be paid - for

In the reign Ed & Bishops were obliged

two administrators in succession.
This Stat required a Bishop to
appoint an administrator to the deceased
who must be the next of kin
they did ^{not} confine this to blood - but
extended this to the husband -

~ Mem 382

This was the origin of appointing
husbands administrators -

From the husband stood in the
place of a bishop.

But Henry 8 said the administration
should ^{stay} upon the death of the ^{husband} ~~death~~
should go to the next of
kin -

Well now the husbands said they
had the same right as bishops and might
dispose of the lands as they pleased
either give it away or keep it to
themselves -

More 80th Col 83rd 111

Now I cannot find the administrators
might keep the lands

4 4

But afterwards Charles the 2^d Stat.
compelled the distribution -
in the debt we first to be paid -
then on then to the widow on
then to the children.

Then the question is added under
the Stat whether the administrators
must distribute ~~chores~~ shares in action
it may be answered be must -
but by 29 Charles 2^d the husband
now permitted to keep the shares
in action if there was a surplus -
even after debts we paid -

But we have no Stat makes the
29 of Charles 2^d but all the States
have a Stat like the 22 Charles 2^d -
and therefore people here think
the husbands ~~to~~ must if they
be administrators distribute -
this was agreed in Mass. but not
decided as the husband is not

Should loose all and make a com-
promise - but there was no doubt
say, from before for it would
have been decided for he was
informed by the judges and Law-
yers themselves

The Act of 22 Ed 2. ^{first 10} now says the
act is to give one ³ to the wife -
the rest to the children - if there
is no children then the rest must
be contributed to the next of kin -
If our community is granted to a feme
sole and she marries - the husband
cannot dispossess of it - and if she
dies first the ~~community~~ ^{community} ~~is~~ ^{is} ~~arises~~
go to the husband - and ~~the~~ ^{the} ~~community~~
~~community~~ ^{the} husband has
a right to the ~~same~~ ^{community} ~~community~~
profits of the community - But as to interest accrued
before marriage it is a don which the husband
gets by reversion ^{3/4 B 51} it a possession

If a husband die pending a suit
in which husband and wife are joined
whe^{2d} the money ^{2d} collection
if the wife dies first to the husband
and if the husband dies first then
of course to the wife for it was held
before - this supposes the property to be
a share of the wife and judgment obtained
in the joint name but not collected then
1 Nov 3 Dec 1846 Jan 1847
the death of one of them -

The reason why the property shall
go to the husband if he survives
is upon the principle of joint suc-
cendi - They are joint tenants
in the judgment -

If A and B buy a house and A dies the
house goes to B - and not to children
or wife -

In some cases the doctrine of a jus
overcenai is indirectly exploded -

It is so in the state and joint tenants
or life tenants in com - whose mortg
or share descends to the next of kin -

But why should it be true to be settled &
not rather than chose neither of which
or reduced to possession before the
wife's death - the reason is it is more
a positive reputation -

The opinion of the Chancery judges is
expressed says Judge Keene's
So much a joint tenancy that must
be unity of term - but does the hus-
band become a joint tenant as to unity
of term - certainly not - for the wife
acquired her right before marriage.
The husband got his by marriage -
Again joint tenancy is created by
act of the parties - whereas this estate
is created by law viz marriage -

Again too the same kind of estate must
be had to make them joint tenants.
But the wife estate has an estate in her
own right or else if the estate lost
But the husband's estate may termin-
ate with conversion if there is no children.
Then they cannot possibly be a
Joint Tenancy they must tenants in
common -

As to chattels real the husband may sell
them, lease them, and lease them
to any one - upon his death they
go to the husband and not to his
heirs - but upon his death if not
disposed of they return to him
As to chattels real - property the husband
has the usufruct during coverture
and after his death the land by
curtesy if he has any children
by her capable of inheriting

Handwritten text, likely a letter or journal entry, covering the majority of the page. The script is cursive and somewhat faded.

The reason therefore why the husband takes
is not on account of joint tenancy -

But the husband cannot devide away
~~them~~ Chattels real - nor choses

+ If the ^{husband} lease the wife, lease and dies.

The term goes to the wife but why
should not the ^{wife} ~~husband~~ ^{right} ~~husband~~ this goes to
the tenant.) because the husband
has an absolute right to lease the
wife's chattels real

Book Elix 297 Page 5

Mason 395 (roll 344)

Plena 418

[The ~~husband~~ ^{wife} ~~right~~ ^{right} goes to the tenant]

If a feme sole marries an alien
he cannot dispose of her chattels
real

10 Mod 184

Question. whether a trust estate is
given to the wife for her benefit, not
sole benefit) can be disposed of by the
husband as her other chattels real -
Settled upon the husband can dispose
of it. unless it was for her sole

and he can take care of redemptions. Vol 6
Page 20

benefit - or it appears that the trust
was made for her maintenance & of the
the husband's death. Chan & P Dec. 18th 1

1 Brulo 118

This was decided when the wife before coverture
leased away her lands in trust for
ours benefit (not exclusively) the husband
might receive the rent if he pleased.

1 Brulo 27th 18 Hobbs Dec 26th 184

Prop. from 4th as to lease to com-
mune on his death -

But if the husband's lease extends to 10
years - and the husband dies in one year
the rent for 9 years goes to his executor.
After which time the chattel goes to the
husband's wife -

1 Brulo 209 Dec 24th 18

The chattel was not only may be disposed
voluntarily

If a feme sole is dispossessed and remains
sustained during coverture - the property
if granted again goes to the husband
& the wife.

Some of the Stat law action that all the prop-
erty shall go to the husband - whether married
or not - ^{possessory interest} ~~Cot. de det~~ 2 Leon 282 10th 92
2 Hov 424 1 bent 92

If the wife is possessor of Chollable real
estate in execution - the husband cannot
take upon her death as husband -
3 P 11 11 W 301 bench 2209

What right does the husband require in
the wife's real property?

He acquires an usufruct of all the wife's
personal moving estate - the fee
remains in the wife - the husband has
the whole profits which arise out of it
If any one should sell timber on the
land or any thing which injures
the interest and the action must be
brought in the joint names - but
should one destroy the crops - the husband
brings the action ~~Cot. de det~~ 301

In case of his death - the emblements
belong to his estate - but the estate
is not

and he has the right of redemption. ~~Cot. de det~~ 301
Plum 201

From & Line - Some childrens real
descends to her heirs - but if the wife
dies first her estate is determined unless
she has children - or a child ~~born~~ born
a life and capable of inheriting in
which case he takes her real estate
by curtesy -

Q. 10. An estate is given to a person and the female
heir of her body - the marriage of John Stile
and by him has a son - the birth
of the son gives him no right
to the real property by curtesy -
It is not ~~entitled~~ necessary for
that the wife should have been
surviving common law -

Or if a female sole married to and prop-
erty is given to her and the heir of her
body by W. B. dies and John Stile marries
and the heir - and claims by curtesy -
he can have no curtesy -

In our law tenure is by grant and -

There whether the birth of a child is necessary
to entitle the husband to curtesy - as it was
not necessary in ~~England~~ ^{England} that tenure was
related -

Can a man be tenant by Curtesy in a
trust - ^{certainty} It is now settled he can -

Conf. 2 "3 B & W 228" 1 A & 504

2 A & 94 "1 B & W 248"

A woman loses property for 5 years
and the marries - the husband
for the rent - and all the rent accumu-
lating during her absence goes to the
tenant - and the rent accrued before
marriage is shown in action which
the husband may have by deduction
to possession -

the wife's estate - she has a vested right to all the
personal property upon marriage which
belongs to the husband before marriage -

The husband takes care of the wife's estate
to possession - may assign them for a
valuable consideration - upon the death
of the husband they go to the wife if not released
to possession - upon her death they go to
the wife and not to the ancestor if there
have been release to her estate -

redeeming the
debt

and to pay the cost of redemption 10 B
Plum 208

Baron & Feme

7

What does the ~~husb~~ wife get by marry-
ing the husb?

The wife can acquire no property for
her own separate use - if the husb
makes a provision by will.

Upon the death of the husb intestate
she has $\frac{1}{2}$ of the personal property
after the debts are paid - if there is
no surplus, she has none -

If however there is no issue she has
one half.

But the husb may devise away
all his personal property to his
wife if he pleases -

This then is since tax is charged on
two accounts - first they may have
residuum and 2d may have
anow.

This is one kind of property which
she may retain. Her *Parapherna-
lia*. 2 kinds - bedding and necessary

Nothing else absolutely necessary
for cannot take it for debts.

2^d All kinds of ornaments - such as
earrings - trinkets of every kind -
gold watch &c paraphernalia.

Though there may be attached to
his debts if all the other personal
goods are exhausted but not
before - the husband cannot
decide on any a wife. Paraphernalia
is - yet the husband may take
it away during coverture if
he pleases. Be 1300

They do not vest in the creditor upon
the death of the husband.

Paraphernalia cannot be taken by
the creditor - nor received any
part of her thirds.

But if they are not wanted to pay
debts - the creditor cannot meddle
with them any more than I could -
and in such a case redemption. See 6
Plum 20th

Baron & Feme

Sometimes the wife is considered as a creditor
on account of pledging her parapha-
nalia to borrow money. Before any
legatee can take the wife must have
sufficient money to redeem her
paraphanalia.

§ 1395.

When real estate is devised to joint devisees
this means if the personal fund does
not hold out the Dev^t cannot take
the ~~personal~~ ^{real} estate unless the personal
fund is exhausted.

So also the wife if the personal
property is taken up may com-
pel the Dev^t to sell this land so
devided, to sell so much of the
land as will raise money enough
to redeem her paraphanalia.

For the wife is deemed a creditor.
So when real estate is given away
in trust the wife may compel the sale

of this trust estate is necessary as aforesaid.
In every specially creditor may take the
land & other ~~separate~~ assets - but for
those are the simple contract creditors
may go upon the bond if the bond
creditor prefers to take the personal
fund -

12th Dec 1781 359, 1st

11th Dec 1782 720 & 35, 544

In some states the real estate is
pledged to pay all debts whether personal
debts or debts of simple contract
Debt is the law of Con -

The personal estate to be next
to be first taken and if it is insufficient
current - then take the ^{real} funds

This was not the case at Con -
then only the personal property
could be taken -

On the Paraphernalia to be taken when
both funds are endorses to & always
thinks it may be under all the
other funds in the trust -

and in some cases of redemption, Nov 6
Dec 10th

Baron & Feme

8th

But what right has the woman in real prop-
erty? Upon the death of the husband, if there
is the will, perhaps goes to her as Execu-
or all the freehold the husband has
is void if during coverture at Com-
mon law matter whether he died void
or not - it is sufficient if he lost
it at any time during cover-
ture -

Her cons the husband alien away
the right from his wife - nor can
any creditor come upon it - nor can
any conveyance defeat her
A creditor sh. join with the hus-
band in the conveyance -
In Eng sh. may suffer a fine
recovery -

By statute is not meant actual recovery
but only a legal recovery that is rights
a possession with statute
It must be shown on is to be an
issue of any might have in recovery

Brown & Lorne

C. G. Adams on estate invited to her issue by
Susan - she dies - her marriage deceased
was she have done in this estate in fact
upon the issue of Susan - certainly not

In law - the law is sufficient -
The wife has done only in that
which she has found her legally
seized of - the husband cannot de-
vise away this land from her -
but he may convey away the
land before death by deed bona fide.
But if at on his death he gives
away his lands to someone his
wife - still this ^{will} not be done -
A voluntary conveyance from
wife during coverture will be
the wife - of course -
At common law the wife may compel
the husband to assign -

In Cens. Distributors out of the right
be shown in the most convenient
and agreeable part to the whole family.
However if any one is contented
with the Distribution they may
appeal to the Superior Court.

As is said the wife of an Alien
cannot be endorser - for he can
not hold lands - in which however
only is bad - but say. George
Powers ok can have Seneca within
a suit of Inquiry is bad whether
the husband was alien?

At Cens. on. of the wife. Wife's with an
allowance ok is bonded ~~at a~~ ^{by} the
Honor.

But a jointure may also have
a wife of her own -

Every settlement is not a jointure -
A jointure must be of real property

The reason of this is that the object
be something permanent for the
wife's support -

It must be also a competent ac-
cording to what is according to the
quantity of the husband's estate -

And though it will make the woman
more generous, yet she may accom-
pish it she thinks. It is not well
known -

This is because ~~the~~ the law shows
so much tenderness to the wife.
Quincy never says that women have
other things to think of besides gain-
ing when they are going to be
married by the way useful in the household.
The estate must be such as she
can come into possession of upon
his death -

This cannot be a trust unless the
settlement must be made to her

and on a ~~trust~~ ^{equitable} redemption Feb 6
Am 20

A husband cannot convey away his lands
by deed or mortgage (unless through
joint ^{and} debt) without the consent
of the wife.

But if the wife consents, the mortgage
is good and the husband's heirs and
assigns are bound.

Done in A.D. 1817

If the wife consents to the mortgage
of her lands, she has no remedy
but the mortgagee must pay the debt
and the wife can legally sell the land
tho' she may not be able to do so
if the husband is alive. The wife
is considered as having given
to the value of the land, however
small, when the husband becomes
the mortgagee for the value of the land,
which is considered as the interest.
This mortgage is generally the law
of the U.S. As mortgagees then
have a life estate, they may convey by deed.

ing the wife - yet keeping as a parol aid.
If bond is settled as a jointure & most
agreed the wife is not bound by the mortgage
upon unless she consents -

But she may dissent & let her
husband and agent to her down if she
pleases -

In the case of *Acintion*^{rd.} the wife cannot
have her name to mortgage be allowed
the whole money paid as with in law
because she is married & is not
and not bound by it.

But a wife cannot be endowed in an
equity of redemption - very much
agitated, on the equity courts -

1 Chan case 271 -

1st 1800 2d 1825 23

Can a husband be made a trustee by
instrument in the wife's equity of
redemption - he can be -

Power to Form

9

The new jointure must also so
be computed with the something
which shows the settlement
to have been in lieu of dower-
since she will have both-

Sometimes a jointure is made
during coverture - upon agree-
ments previously entered into
between the parties -

But if a jointure is made without
any such previous agreement
it may consent is not on the
pleases upon his death - but if
he does consent this will be
never -

Sometimes it may be made before
marriage in other cases -

A man gives a wife property
by will she may take or not

if she does take it last her money
But the gift with will must be
expressed in the will in line of
Donor.

But should the husband will give
his real estate, & ~~up~~ ~~in~~ ~~Donor~~
without mentioning a little
it is for donor.

Undoubtedly the was intended
for Donor. But will she take
this and be Donor herself?

Judge never think she would
take only 1/3.

Probably he sets off one third
with some or other & it had
been mentioned to given to
for donor.

sett 5th 18th
Finally the woman cannot be bound
for Donor but by express exclusion.

Baron & Sme -

10

Baron decided he should not have been
included in the Londona written
redemption - and it goes when the
principle that the Londona redemption
is not redemption but redemption
does it up - all Londona
will the Londona Londona Londona
does Londona of -

The Londona right to Londona
university to the Londona Londona
the Londona Londona Londona
the Londona -

As to Londona Londona Londona
some right to Londona Londona Londona
had it to Londona -

As to Londona Londona Londona
and Londona Londona Londona
by the Londona for the Londona Londona
it goes to the Londona Londona Londona

so bonds notes & given by way of
Legacy - they are not his choice
This question however is by no
means settled -

Suppose A dies first - A owes B
his estate if A dies first - it
goes to C of his bond -

It seems as to damages agreed
for injuries done to less -

Do I notes or bonds or given
with the ref - he may sue for them
in his own name - But his husband
cannot sue alone for does is
action and why - because the
choice is not his - then there
is a difference between them -

! less on 55.5th 2 bonds 0th not count
bridge rears

2 promises

This applies equally well to cases
w^h notes are not promised or
made to the ref receiving conveyances

see in case of conveyances to the ref see to 6
Plan 20th

Baron de Ligne

There is as to his property which is being
seized -
next as to damages arising from
injuries done to his property -
These belong to her - for she sus-
tains the injury - tho' the husband
may ~~seize~~ join in the suit -
This action survives to the wife
if the husband die first -
The husband cannot sue alone -
Suppose she dies first without
recovering the damages - nothing
can be recovered for the injury
sustained by her son - This
is the English rule as to all personal
or injuries -

Feb 24th / Nov 1851
1700 30th Oct 50th
330th Oct Ch 90 (Feb 11th)

It is the rule in both actions
one to her for her injuries and one to
her husband for her injuries and one to

co. in the loss of company.

The does not appear to me to be an action in the nature of the law.

State 200 Dec 140

Dec 13 40 Cook 5 10

2 Nov 55 11 Shover 97

The bonds eight to 10 at the
accies by labour - in art or shall

all this belongs to the husband

ought a little husband had
arises in action for injuries
to the wife.

There is an action for a farmer

E.g. for stealing his wife - seduc-

tion &c. In truth it is an action

on the case - the action is for non

coer - is an alienation of the

marriage - exposure to violence

and maintenance of a grievous issue

The husband is priest the action

no damage in this case

see in case of 1000 1000 1000
Dec 10 10

Brown & Tame

11

No damages are assessed when the
ref lives under articles of sepa-
ration. At least is so assessed & -
Articles of separation may be
taken into - Wills at 184^{20.4} very good
work But in p. 57¹ & 58¹

5 - 1857

Will & let will assess damages -
At the Court the will had been
subject to life the separation
they will not be so great -
1. This action is not ^{it} sufficient
proven a moving from separa-
tion - it must be proved by
fact - Susan never thinks is
not officially proved - but much
is the law -

2. Brown & 257 / BC Rep. 507
But in p. 28 Bent & Barlow
Bent

What power has the Husband over the
wife - not byt well settled -

Procurer has testified is lawful.
Doubtless how far!

If the wife elopes the husband may
seize her and bring her home or
may confine her from going
any to commit such excess.
He may confine her if she attempts
to make her husband's money.
But if she has sworn to leave
him she may go -

If she is in love the husband
may confine her -

Sh^{rs} 875 more 8724

1 Loan 1/3th 128

2 Stearns 127 3 Burr 1022

21st May 1791

Baron & Ferne By Judge here (H)
The husband's liability to pay the wife's
debts contracts before marriage and
also to perform the other wife's
contracts.

His liability does not in the least depend
upon his having property.
If however her debts are not paid
for vicious conduct her husband
or not liable nor his heirs.

1 Prob 5 L B Bull 185

Foltham 1732 3 p 409

The debt on the marriage of the wife
is not considered as transferred
to the husband in if this party is
the creditor her estate is liable.

The reason is the wife cannot be
presented in a civil suit without
the husband so that the husband
must be joined.

And so whenever the husband is
absent so is the wife.

When a Court process is had in law
(criminal process) against the husband
and wife - & the wife can be found -
She is taken and must be released
if she cannot be found at all -
But suppose both are imprisoned
and Tom Viles gives bail for the
husband, but will not for the wife.
The wife will be released upon com-
mon Bail that is no bail at all -
But if Tom Viles will give
bail for the wife, and not for the
husband - then take the bail for
the wife - and keep the husband
And if judgment goes ^{against} for ^{the} husband, the wife is discharged
But farther - if both are successful
and are set at liberty after judgment of
the jury - they may be released upon com-
mon Bail - but there is a
rule in cases of judgment for the husband
that the wife is not released
Plum 202

12th

27 June 1872 - 17 July 1874

Brine notes of P. A. & kept. 20th

Cent 249" 5 1" 1 Line 590

After husband reaches home, I will
must be discharged after ^{keeping her} a less
on all the time for to catch him
again.

It is an exception & he
it will succeed a life time sole
and married, pending the suit.
He may be imprisoned without
him in this case—

Open note. The her hand is not
tied for her ribs with under
pericardial pressure as other
Conception. After is a firmness
is somewhat upon a suit being held by
the her hand and rip jointly and the rip does

the judgment may be recovered against the husband -

His Bet^r

Under Brechecht Bros. Co. ref.
Ltr. contract for white oak
discharged as well as his

101149252

Liability for the losses occurs
The husband is liable for the loss
for better for worse and she
must be joined with him in
the action might survive against
her.

In case of her death no damages
are recovered - A married B - B acts
as an administrator is liable for
the debt but not as her bond
But if B pulls down her own
commitment, then she is B's
~~debt~~ ^{guilty} and her husband may
be prosecuted. Dec 303. 1800

from a common cause of decomposition, Nov 8
Run 203rd

Husband's liability for money
committed during cohabitation.
If she acts by his instigation
he is not liable for it as such
was a act from ^{her} compulsion
or coercion of the husband—
If. Coercion of the husband is
presumption evidence of his
coercion—

But this is only case where coercion
is necessary a tort—

Of the Master commands a
servant to do some un-
lawful act. If servant, with
strength in many cases, it is not
only the master—

But if the tort is committed against
the husband & wife— here
both are liable— he is liable with
him— both may and must be joined—
though here the wife is considered
as the wrong doer—

1 Roll 261 Leon 122^a ^{chale} cert. 34th

Non per liath for offences against
Society -

For an offence when the pun-
ishment is nothing more than
a fine - the husband is liath
for the act -

But if the punishment
is corporal punishment
or imprisonment he is not liath -
Then the wife must be im-
prisoned or punished alone -
But if a wife is punished for her-
self not by fine and not have
any punishment below -

Then the husband is liath -
Though the Court might punish
him corporally -

But if there is a corporal pun-
ishment annexed to the crime

Husbands liability -

13"

The husband is not liable -

11 Coes Rep 58

Other duties which the husband is liable to
~~the~~ perform

When the wife was liable to no
wife's role is transferred to the
husband by marriage

If a widow marries - the husband
must support the children which
she had - and this however not
by or their property - ~~or her property~~

But if the widow is a pauper -
then there was no liability on her part
and of course he cannot be liable
for supporting her, to do what she
was not bound to do -

An exception ^{sons} ~~sons~~ in-law are not obliged
to maintain the pauper parent of
the parent-in-law - this wife -
Children are bound to maintain their
parents as a general rule - the
last is an exception

The reason of the conception is the preservation of domestic tranquility

Law & Equity Stanger 114
~~114~~

To the ~~wife~~ husband bound to maintain
the wife & child by a former husband - no

This was decided upon the case in Stanger
Judge doubts whether the case is
strongly well authorized such a
strong influence -

But Judge thinks as the wife was
bound by Corn Law to maintain
the child the husband is liable
upon marriage - But Corn
in law at Corn Law were not liable
to maintain their children in law

(See 114) The husband
was bound to maintain the grand-
child of the wife - the child was a bastard
but this case stands by itself
itself

When the wife commits crimes by coercion
the law goes very far.

If the wife has actually committed she shall
be excused from future punishment on those
crimes which are mala prohibita
at least

And in all crimes against property
however great are excused in her
when coerced by the husband.

But this coercion does not protect
her in mala in se crimes malicia scilicet.

1 Howland - 3^d B. C.

1 Holder P. C. 145. D.

When a wife keeps a secret with
her husband in se she is liable
alone as well as herself.

A wife can never become an
accessory after the fact for one
offense committed by her husband.
But she may be accessory before the
fact. A father may not protect a son.

A man may not rectify his wife's conduct
without becoming guilty of an
unnecessary abridgment of her liberty.

And this goes upon the ground
that the wife's feeling is greater
towards the husband than that
of a parent towards a child or
a husband towards the wife.

Some contracts which the wife enters
into bind the husband and not
the wife.

The principle upon which the
husband is bound.

1 The wife may act as attorney to
her husband or sell or convey other
person - and her 'quid pro quo' is
"pro se" - the husband is bound there -

2 By such contracts or the wife enters
into and which the
husband ratifies - there are none
more.

Section 178

It is no matter what the nature of the
contract is - if the husband actually ratifies
the husband is bound to ratify if the
contract is such as the wife can
make according to the custom of
merchandise &c. - the contract is
made.

E.G. for a wife to take up articles
at a store - the husband's consent
must precede the wife buying a gown
if ever - this would not bind the
husband -

! Hall 168 Read 120.

Strong 645

So if a wife should buy a shirt, it
would not bind the husband;

The husband is liable for every
purchase and by which he is
benefitted -

So if he used the ones in shirt
above, this use is benefit would
make him liable -

And this perfectly correct upon
principle - for he who has the
benefit of a thing should pay for it.
The husband is bound for the
particular concerns of the
family - when in fact the
the husband is absent in

foreign countries - but she must
make many sacrifices comforts
which few women are not un-
willing to make when living
with the husband -
If a husband is sick or becomes
a mendicant -

1 Sept 1847

A husband is bound to contribute
for necessaries, for himself, & for
the wife, he provides the sti-
des -

A husband is bound to furnish
his wife with necessaries -

such as clothing food &c -

with a consent comes to be presumed
on his part - for he has to move
them out of doors and with him
But if the wife departs without his
consent he is not bound to maintain
her if he is willing to accept of
again - but if he comes from

on account of his ill treatment
to her he must still support her
If however she departs with an adul-
terer he is not bound to maintain
her even if she wishes to return -
and he does not accept her

The great reason is because he is
bound to provide necessaries -
It is said in the books that if a
woman departs and a merchant
not borrowing of her clothes must
first be with goods upon the
credit of the husband - to charge for -
The husband & judge leave
himself in trouble -

So if a servant charges his master
with goods after he has
left his service - if the
Master does not know that the

servant has left the master and has
a long time purchased articles
for his master - the master is
liable - and who should not be ^{questioned} ~~not~~ ^{also}

7. Debts due to the wife by the husband before
coverture and due during coverture
or after coverture -
all debts due at the time of marriage
and falling due during the coverture
or after or action reduced to possession
even by marriage or coverture -
But there is a bond becoming due
or perfected after coverture - is the
Debtor although husband bound - yes -
This question goes upon the sup-
position the bond was not reduced to
possession during coverture -

Sec. 2 Ch 551

8. Contracts uncertainly dated not to be
perfumed until after coverture -
that his death -
are then binding in law & in Eq -
they are -
All ~~as~~ contracts for specific settle-
ments or bondings &c -
If a husband gives a bond to the wife before
marriage due after marriage too
good it is law & in Eq. I may believe -

Cameys ref 69th Court 6140

1 Con. Act 10th Dec 1851 not required
in till lately. A. 1851

5th Dec 68 unanimous opinion

And this has been considered a debt of
a superior nature - and paid before
any other debt. (A. 1851, ref. 232)

3 Dec 10th

Conveyances of the husband to the wife
If the contract is executed before marriage
of personal property - this property
goes to the husband & the marriage.
But if the property is real - she
may hold it and then him - it
does to be entered in the - and not
to the husband upon her death.

If a Stranger gives bond to a wife
she may hold it and the husband
has only the use of it.
But suppose the ^{contract} is made after
marriage - the courts say they are
one and cannot convey to them-
selves - As to personal property
being one but as to real property
they are two -

But now Courts of law say this
conveyance between the husband &
wife is not lawful - but it may
convey to him & her - and can be
to his wife - then his wife has the

land as strong as ever -

But Judge Keen says there is no
sense in this private or rather man
in that Ed. husband cannot convey
to the wife.

Vol. 12-187 270648

Blund 111¹ 2ys 110¹¹

But the Court cases have prevented
all this difficulty -

Baron H. L. L. L.

A wife is in adultery - living
with him - he is liable for her
debts as her husband -

In Put & Bos -

A wife living in adultery - the hus-
band ejected her and left her
with his legitimate children by her
in his own house -

He is permitted with necessaries

As the husband liable!

The Court said if the husband knew
that she lived in such practice
the husband is not liable -

As that if the vendor knows of this
wife's situation, the contract is
null as to him as though it was
for return goods procured ~~not~~
after a public sale -

6 Nov 1771

In May and so the sometimes
the husband and wife live in
articles of copartnership -

A man separated without articles
is not in contempt -
The case states references articles
or agreement are entered into -
If so for a ~~se~~ separate maintenance
and the husband is discharged
if this separation is public and
matter of notoriety seems to
be truth.

For how the husband has no claims
to her services and consequently ought
not to pay for her.

Wash 1848 is cited in 2192

It is said that though the husband
is liable for ~~her~~ necessities
yet he may refuse her husband's
claim of maintenance from
him.

Opinion 1848

2d March 1848

It has been quite a question
formerly and perhaps now.

He may buy articles and provide
them or sell them before the

Does bond gets any benefit ^{for} them
is the husband - liable?
He bought them not for his
husbands benefit but to gain
a little pin money for himself
The husband is liable.

1 On a general usage -
a On a permission as to his wife
generally to buy such articles -
not authorities upon and for
the contrary -

As it little that third persons should
suffer in the husband - the husband
However if there is any agency
or agency between the husband and wife the
bond is ¹¹⁸ liable ¹²⁸⁹

If the husband wife buys her husband
by new for articles - this is well
and good for she cannot use any too large
said that the a contract for money to
buy necessaries (by the wife) does not
bind the husband as long yet as he

And yet held that the husband is liable for
the articles she buys in virtue of law-

Fort 287' PM 1830

Yuston 146

If the wife is committed to prison
on for crimes the husband is not
bound to furnish her with neces-
saries - Judge never doubts though
the authorities 1 Mod. 128 2 Kent 158 1 Dec 2145
agrees 1 Sa Key 1006 22 Dec 10 21 Strong 112
upon this point

Baron H. Deane *Mar 22 1876*
In Judge's office

8. Stiller's agreement according to the law
is void - it is settled in fact it is now
in the U.S. Army. He is thinking
it must sooner or later prevail here.)

There are some cases where the husband
has permitted the wife to have prop-
erty which she claims as her own.
The husband can give property
to wife either personally or real to
the wife to have and dispose of
as she pleases.

This is settled in my law

B. W. B. 37
If a wife may be permitted to make
butter and cheese and sell and keep
the money to herself as if she loaned
the money to the husband his estate
and must pay to the wife in his
death - where there are sufficient
of assets if not - other law. It
must be paid first as a debt.

§ Living Separate—

When the parties mutually agree to be separate this is a personal agreement and she may send ^{him} him for necessaries—

But to make an article of agreement good it must be entered into in writing and settle a manner ^{therein} therein—
This is usually done by the intervention of trustees—

But the parties in law and equity are bound to by the articles nor can they give waive them without a mutual consent—

When she is thus separated—

He cannot bring on action for criminal conversation with her—

He cannot seize her person without committing a breach of the peace— for they are no longer one but two—

Baron H. Esme

They are privileged only by a strict con-
struction of their Covenant.

If the covenant is to have separate
money - he has no right to be
interested in her lands nor to the
profits of her labours.

§ 1362 27 This proves that
the husband ~~and~~ cannot compel his
wife under articles of separation
to cohabit with him.

But creditors are not to be injured
by any such settlement. The creditors
of the husband may take the
settlement if necessary for this
is a voluntary settlement but
settlement upon a wife before
marriage is for a valuable con-
sideration and creditors cannot
take it.

If the husband wants not to take
 a regency of his wife - then it is hers
 so if he renounces all her real
 property - then she may convey
 alone without joining her hus-
 band - this was held good tho'
 in this case the husband promised
 to join his name in the con-
 veyance - but she did not request
 him - and this says Judge Nelson
 is upon very substantial grounds

1 Allen 345 20th 511

Thayer 2nd 8th

this doctrine has been affirmed
 by a series of decisions -

1 Bror 452 2d 87 542

1 Allen 380 3d 541

2d 15th 1 Allen Ch 14

Baron H. Lorne

18

Any agreement entered into ^{upon} condition
if it becomes necessary to separate such
agreement is good -

of a East 295th or there
it was considered best that this con-
tract should ~~be~~ be confirmed upon
principles of policy

21st Dec 214th 21st Dec 214th

this case was this - if that his agent
reminded of it should beat his own
if a ^{man} overtook the first officer who
should have a settlement of 100 £
a year - he did beat her again
the contract when the condition was
held over - there are however many
requirements on both sides - yet
I judge never this is the men will
settle.

21st Dec 214th 21st Dec 214th
he says if this is law -

A wife may be said alone if she lives
under articles of agreement -
and he also says that such a wife
is considered as a ferme sole as to
every particular except her cohabitancy
with her husband -

And now recedes that the husband
may make proposals of peace and
promin amendment till words of
revocation or the articles of separation
of 1st reg & then 380. Prin 2477
with the Shang. 473 - 2nd 511

3rd 547 & then Ch 4th 514th

Contracts by which a person may bind
himself -

This is much contrasted to what
by authority -

There are certain ^{reasons} ~~grounds~~ ^{principles} which
the opinions themselves, that she
cannot band herself and adhere to
then ^{reasons} ~~grounds~~ do not meet the
rule: ~~rule~~ does not hold

Cyrtus ruber

A wife cannot contract to bind her
self -

Two primals upon which this
 entered -

9 The right of the husband to the
son of his wife - if he could bind
himself she could be imprisoned
upon a writ is not true.

and only content with infringe
the moral rights of the poor and by
be a man

2 The wife is in the power of the husband
The first ground is for her sake
The second for her sake.

In every case where the contract of the
wife will endanger the person of
the wife that is a sufficient reason of
her consent. such contract
is not good and will not bind
But when these reasons do not
exist she may be bound
bind herself nor does convention
prevent her making such valid
contracts to bind herself

W. B. R. 2d. Ed. Howard
with says the reason why the contract
is broken ~~now~~ she is under
the power of her husband.

But it has been decided that a man
has been bound to preserve his
wife may sue and be sued alone
and this is good law.

He has under no coercion nor with
his marital rights be affected for I
cannot have her company - he is in a
prison 20th Feb 1833 - 1834 to Nov 580
country - Down Lim 05"

Said that a man limited is resolute
mustices the means but little
for if it was true he might
wife may marry again - and
if he was dead to marriage
might be taken out on his state -
but this is not intended for -

The wife also of one who has a child
the claim may contest -

So the wife of an alien woman
may contest this is a strong case
in then might be a fear and one
might want her company -

20th 100 Combs 12

1st Nov 1833 to 4th 1834

So the wife of a man trans. into a
prison may contest and find herself
in then the case the man is not well

the mortuary rather with the husband's
mortuary rights & was affected none
of them & it consequently he has two -
1 Brown Ch 308^b

Now for dis putable cases -
The question has arisen whether a
wife being under articles of separation
can bind herself by contracts

5th page. Deceased & last

here the wife was under a separate
maintenance bond herself she
invoiced been ^{now} ~~after~~ ^{and} ~~again~~ ^{and} ~~and~~
The court said she was bound alone
Was the court right yes for
1st she was under no coercion -
2nd Her mortuary rights were not
affected - for his own agreement
for renounced all claims as to her
person -

Then ~~cases~~ decisions in such an
cases to have introduced new
principles. They merely confirm the
old law upon the subject

Some say this was corrected ⁷⁴ because
there was a separate maintenance
But if there was no maintenance and
the case would be the same —

And therefore the separate maintenance
was not the gist of the decision —
It was decided upon the principles before
mentioned viz that the wife was not under
his coercion or threat alone and had
the power and privilege of some vol-
untary act as to marriage and so
the bond is not void from his own
articles of agreement but remains
all claims upon her company
society and labour and though his
marital rights are not affected —
We will next consider particularly consid-
er the cases which apparently exhibit
it a different doctrine and then
will be found upon that subject
not to deny the above mentioned decisions

Evans & Tame. - May 25th

Examination of cases which seems
that it may be correct as to bind
himself - then was introduced no new
law - they merely apply the old law to
some new and different cases --

2 Nov 1845 "this is the true ground viz
that if the wife living separate under
articles of agreement may bind herself

1 Contra - 1 case 2 B. & S. 1041

A married woman was sued & the plea
was set aside - the Ct admitted the
separation - but said that it was
not proved and was not on the merits

But L. then was no marriage settle-
ment or articles of agreement - she
died - but on a settlement does not
make the husband a London & Co. case
but rights - L. might claim her
when L. pleads. Therefore she could
not bind herself - or she might be imposed

2^d - 17 B C 1775 Husband and wife
 quarrelled and parted - a separate
 maintenance was obtained - but
 there were no articles of separation
 so that he might have been when
 he died - and his marital rights
 were not resounded, which is neces-
 sary to make him able to bind himself

3 - 17 B C 1775 after 1775
 of wife, for goods sold and delivery -
 replication by wife - that the
 wife lived in a dwelling with another
 man at the time of 1775

There were no articles - He might
 have been when he died -
 He never relinquished his rights

4 - 17 B C 1775 Husband & Wife separated
 without articles - a suit was pending
 before ecclesiastical court & before
 the ^{his ref} 1775 - an alimony was

allowed to proceed in the court -

And during this suit on action was
brought against him in a court
of law - He still pleads no conversion
this was settled -

6th Nov

A wife forcibly separated from her
husband - she arrived in a trade
as a haberdashery - her suit was
sued by her legatee - but her prop-
erty never vested in the legatee

But L. W. has no remuneration
of right -

And the husband is bound with
for what he renounces - But he
renounced nothing expressly.

Someone rest upon the fact that
she cannot argue any property of her
expressly

But the 545 great case - if this does
overturn the first - it is only one
case against many others

and contrary to the decisions of
certain judges, courts, and
and courts of common pleas.
But this does not overthrow the
case we contend for.
It was the intention of the court to
apparently to overthrow the first
case.

At the first decision went upon
the ground that the court were
upon the point turned upon the
separate maintenance the
case does overthrow the first
which support Judge Peters
rule but if it went upon the
ground of the being a case
not to renounce his rights then
it does not overturn the right
rule the law is laid down for that
the wife being under articles of
separation may bind herself

Ground Exception is given while
the husband cannot contract -
to bind himself -

She can contract with her hus-
band to convey away her real
property - the occasion is
said aside -

An husband could convey away
the land under his joint and convey
for if he joined the husband is
common conveyance it was of no
effect to bind the women -

But in this country there exists
no such law - so that the wife
can now join her husband
and convey away her right in
common conveyance -

Why should it not be - she owns
the land - But he owns the usufruct.
Then he can set it aside for his
marital rights in effect but
but she is bound by her union
again unless he has not given
his consent and refuses to ratify
it - 1 Hen Blk 140

1 Hen 229 Co. tit 6

What does the husband gain the
right - namely to convey his rights
to the usufruct and not to convey
the fee for he has not the fee
+ husband unenravelled to join - and the
wife conveyed without asking
him to join - was good - ~~because~~
because he had renounced all
his rights -

He was signing his name to the agreement
showing his willingness to ~~make~~ make all
the right he possessed -

Of this is the case ^{people} ~~they~~ ask why
do we not find conveyances
in the books made by the wife
without the wife's husband -

The reason is that in ^{former} ~~stature~~
mention in Len. law - that the
proviso cannot be in any case
and so it must for the purpose
to take effect after the husband
unexpect his determination -

The reason of making estate in
fee to commence in as instantly
was that the needs were immediately
given, wholly and without without without
the remainder & so that it was best
to give the fee immediately -

But why cannot an estate be limited
by way of remainder on the ter-
mination of the husband's estate -
10 years says Len. law - Every
remainder must be created at
the same time that the particular

estate is created upon which it overreaches
And to satisfy the conscience - the law
binds estate as mortgaged upon
the marriage -

These two ^{claims} are satisfactory when
there are not cases reported
of broods

But some of the States have
said that a ^{fee} ~~circumstance~~ may com-
mon in future - then in other
cases the fee may convey away
per fee to common after the
termination of the lease hence
useful as it is for determination.

And property comes to the wife & the
marriage - As to her th wife -
suppose the husband assents to be
received it - he may dissent if
he pleases he cannot dissent it out of her
yet th wife purchases an estate
th husband may dissent or if
it by ^{de} agreement to the purchase

Master and Servant

Serv is one who is subject to the personal authority of another - a master he who exercises that authority. - Subjection to civil authority is no servitude - as a subaltern to a superior officer -

The master authority is given by virtue of some compact with the serv or his Guardian - In Conn there are six kinds of Serv viz - Slaves ^{licens} apprentices - menials - day laborers - factors or agents &c and debtors assigned in service - The first and last are unknown at Conn Law - B C. 428, Wood. 4011

Stat Conn 34 - Salh 800

Some have doubted whether Slavery has ever been legalized in Conn. but Mr Gould thinks it has undoubted by the acquiescence of the Legislature and the Courts - B C 423 -

Master and Servant

The Com Law of Eng does not recognize private slavery - nor can the local ^{of slavery} laws of a foreign country be enforced in Eng - Dalk 500 Loft 1.

On a foreign slaves landing in Eng he is ipso facto free - Dalk 79⁶ - Dalk 424

In feudal times there were villeins, but they were not strictly slaves in the modern sense of the word - and now there are none of these - 2 B C 94 Lib. 189
sec. 194 204. 2 B C 95

By our local laws qualified slavery does exist. tho no express Statute authorises it - yet many statutes count upon slavery as existing - Stat Conn 141. 228
337. - 395 - 399 -

Our courts have decided that a slave can be sold - under an execution which presupposes them as the property of the master - But absolute slavery has not been legalised for the master has no authority over the life of the

Master and Servant

Have and our courts have ever held that a slave may hold property adverse to the master and may sue his master for it - and marriage of a slave with his master's consent is ipso facto an emancipation on the ground that he had contracted a relation inconsistent with his own servitude - ^{for} he could ^{not} serve God a mammam. for the principle see 214 B 511 - 3 R 555

Litt. see 187 - 2 B C 98

By the feudal law if a nief married a free man she was emancipated during the Coverture. Inst. 123^a - notes. 180^b 137^c
Per 314 - - -

It has been a question whether an illegitimate child can be a slave by birth - The maxim *partus sequitur ventrem* was the Roman law and has been adopted by our law.
2 B C 94 - Litt. see 187 -

Master and Servant

But now Slavery is almost abolished in Conn - The importation of them has long been prohibited

Stat Conn - 399 - 452 -

The importation of slaves has been prohibited in every state in the union. and also by the Genl Govt. It is Genlly agreed that offenders may be ^{judicially} assigned in slavery for crimes. And confinement in New Gate is a species of slavery, altho they are not in subjection to the personal control of another.

2nd ^{of sects} Clap- apprentices are so called because they are to receive instruction or are to learn some art. The term is derived from a french word apprentice to learn BC 426

The contract of apprenticeship must by the Conn Law be by deed
even 24 Nov 182 - 1 to Ray 1107 24th 68

Master and servant

2

Now can a contract which is meant
for apprentice if it fail as such, be
construed as a contract for any other
species of servitude, or a hiring by
the year - § R 379.

The deed shall be construed according
to the intention of the parties. tho
the word apprentice is not used
tho it is so former by held otherwise
§ R 379 - Est 534. 3 Bae 48

all other servants may be returned
by parol - 3 Bae 515.

There is no reason for this distinction
unless it be the importance of
the contract -

In Eng the children of paupers
may be put out as apprentices by
the overseers of the poor, and two
Justices, and the person to whom
he is offered may not refuse him
B C 425 -

Master and Servant

And in Conn there is a similar statute except the person to whom they are offered is not bound to receive them - males till they are 21 - females till 18 - Hence arises the mis to wit that females are of age at 18. Stat Conn 50

Apprentices regularly are entitled to no wages for their services - altho an express agreement may alter the case S. R. 379

All other servants are entitled to wages by implication whether there is any express agreement or not, B. C. 428

In Eng the wages of servants in husbandry are settled by the county, in Conn the wages are always settled by the contract of the parties - By the Stat the Eliz minors may bind themselves by indentures of apprenticeship. The only effect which this Stat has by

Master and Servant

construction is that so long as the apprenticeship continues each party shall be bound by his contract. tho the minor may dissolve the relation when he pleases without being liable

Doy 501-518 S Mod 1905 R 75

Pro 497 Cas C 448 -

But if the father or Guardian joins in the indenture he will be bound by his contracts and he will be liable for all breaches by the app.

Doy 500-518 S Mod 190

In Common Law a minor is no more bound by deed of app. than any other deed -

If the master is guilty of misuser towards the app. he may discharge his service lawfully - Atk 518 -

Bac 426 -

An app. cant be discharged except by deed. co ligamine quo ligatur is the maxim -

master and servant

To Ray 1117. Lalk 58-6 Mod 182

But canceling or delivering up the
indenture will discharge it then 582
In Comm it has been determined that
the master after a discharge by parol
cant maintain an action on the Covel
against the father or Guardian

Day 153-3 Do 120-

We have a Stat that enables the
Cty Court to discharge the app. for
the fault of the master, and also to
renew the app. for misconduct

Stat Comm. 294. 3 Bar 550
Be 426-

At Com law a master cant assign his
app - the trust is fiduciary - In
London a different custom prevails

12 Mod 353- Holt 134-3 Keb 519

Lalk 58 Day 69

Master and Servant

And if an award is made that the master shall assign his app. the award is void -

She 1267

But such assignment is good to bind the master and he may be liable to the assignee for damages if the app. refuses to submit to the assignment - But if he does serve the assignee he is entitled to all the privileges of an app. - Do Ray 638 - Salk 68

Mo 96 - Day 69 -

The master may not send his app. abroad unless by agreement of the parties or the nature of the business requires it - 8 Mod 235. 10 Do 446 - Holt. 134

3 Bac 555 ^{to wit a fiduciary trust}

On the same principle the Exr or admstr has no right to the service of the app. - 2 ves 35 Salk 68 -

She 1267 - Do Ray 638

Master and Servant

nor is the Ex^r bound to procure
the app^r - instruction tho it was
once decided otherwise Lev. 177

Sid 216 - 2 Sher 1267 - Salk 65

Whether the Ex^r or adm^r is bound
to furnish to ~~furnish~~ necessaries to the
app^r - is a question unsettled. 3 Salk 41

Keil. 761 - 820 - Sid 216 - Cro 553

Day 30 -

It is not unequal to give a premium
with the app^r where this is the case
and the master dies. a proportion of
the premium is to be restored ver 450

Atk 149 - Finch R. 396 -

And the Ct of Chanc^y has in one case
decided a greater proportion of the pre-
mium than was agreed on to be restored
There is no principle for this decision

2 ver 611 - If the master becomes
a bankrupt or turns away the app^r -
there is to be a refunding of a part of the premium

Master and Servant

3 Bar 505 - Sher 582 -

And when Justice discharges an app
they may order a restoration of a
part of the premium - BC 426

Salk 67 - 496 - 11 Mod 110

Whatever an app-earns during his
apphp belongs to the master -

Sher 582 - Just 117 note 12 Mod 415

5 Do - 69 - vs 48 - 83 - Salk 58

This rule does not hold as to any
other sort except a slave Cro 688

3 Bar 559 - 567 - Just 117^a

2 Lev. 58 -

And the property carried by the app
may be recovered by the master as
his own in any proper form of
action as if he saw a horse &c

And it matters not whether he labors
without the master's consent or without it

vs 88 - Sher 582 - 12 Mod 415 -

5 Do 69 - Salk 58 -

Master and Servant

And if the person pays the app
knowing him to be such he may
be compelled to pay it again
But property coming to the app
in any other way than by labor
the master has no title to it.

Cowp 55 - Wood 169 -

If an app is taken away by force the
proper action is Replevin but if enticed
away the action on principle is
Replevin on the case - Cowp 55.

2 Ld Ray 1117 - Sa 11 380 - May 105
2 R 167 -

In Eng the servant joins a settlement in
the place where he last served for 40
days as an app in Conn he never
joins a settlement while an app.

Stat Conn 240 - 298

We have a statute providing that if an
app runs away from his master he shall
serve to the time of his absence

Master and Servant -

Menial Servants are those employed in a menial - It is a rule of the Eng. law that if no time is fixed by the contract, it is construed to be a hiring for the year, no such rule in Conn - Fitzg. no. 108. BC 425

Nor can the Servt. by an Eng. Stat. be discharged by himself or his master without three months notice - BC 425 -

Day laborers are in no respect different from other servants except by a statute in Eng. their wages may be fixed by the authority of the county - BC 427 -

Agents, factors &c are servants not under the control of Masters, but are servants only as it respects the property of their employers - wood 459 - Amb. 252. 297 -

Any factor broker or other commercial agent must obey strictly his orders if he would be discharged from liability for losses - wood - 459 -

A factor may retain goods of his principal in his own hands to satisfy a joint claim.

Master and Servants

in his own favor against his principal
but if he once gives them up his lien
is gone forever. he can never retake them
for a lien ex vi termini implies a power

Ben 493 Est 235 2 B.C. 1154

2 C. 117-523-

If the factor has sold goods of his principal
he may compel the purchaser to pay ~~him~~ the
price of them to him and not to the principal

2 Ver 117 - Cowb 131 256 3 R 119 -

2 R 134

The having a bill of lading does not give
the factor a lien on the goods -

A factor is a foreign agent -

If a factor give more for goods or buys less
than his commission warrants the prin-
cipal may disclaim his purchase -

Ver 510 -

A factor has no right to pawn the goods
of his principal for his own debt. tho he
may sell them and run away with
money - If they are pawned however will
lie agt. the pawnee on tendering to the
factor his balance due -

Master and Servant

A factor can't assign his lien JN 606

She 1178 - H.B. 362 - Post 1648

The factor may sell his principal's goods and maintain an action for them in his own name - H.B. 362 - Comp 256

2 Esp. R. 493 / H.B. 359 - D. N. P. 130 -

The last rule applies to a ship master. tho he is no factor - Park 403 -

And it has lately been determined that an auctioneer may maintain an action in his own name for goods sold tho the purchaser knew at the time of purchase that they belonged to another H.B. 32

2 Do 541

Yet in these cases the action may be brought in the name of the principal

Chy on Mo. 5 - H.B. - 81

7 H.B. 359 - 360 note 2

An auctioneer may sell goods to the highest bidder tho it be for less than his principal directed him to knock them down at, for when goods are set up at auction there is an implied contract that the highest bidder shall have them and any instruction to the contrary is unlawful

Master and Servant

But the principal may direct the goods to be set at a certain sum and if the auctioneer set them up for less and sells them for less he will be liable to the principal. Comp 395-

Attornies - have a lien upon the papers filed. He tells his fees are paid - and they may demand the adverse party to pay to them the costs and if he desists he may be compelled to pay it again, subject however to any equitable claims which he has against the other party.

2. R 440. 587. 2 B R 825 - Day 100
238 4 R 123 - 6 Do 361 - 456
8 Do 70 - 571 - Est, 464 -

An Att'y who executes an instrument for his principal must do it in his principal's name or he will bind himself instead of his principal - 9 Co 75.

Sha. 705 - 2d Ray 145 -
6 B R. 177 - Sha 955 - R - 181
Chitty on bills 24. 27 - 56 - 75

Master and Servant

No precise form of signing is necessary

2 Cr 142 -

An agent can't bind his principal by deed without authority given by deed
This Rule however does not apply

when the principal is present at the time of signing - Com D. atty. C. 1.5

4 RR-313-7 RR-207-209-
3 Bac 405

But there is a diversity between a private and a public agent is an agent for the public. for the latter is not personally ^{liable} he signs his own name only. RR 172-574 - Post. 89 - Cr. 582

Debtors assigned in service, are Court Servants and are unknown to the Com Law - A debtor taken on Com may be assigned to any person in the state by the ~~Law~~ Ct if the creditor desired it. Hat Com. 84

But such assignment will never be made unless the debt is a meritorious one, the assignment is discretionary with the Court the Ct is to estimate his labor -

Master and Servant

The apprenment is fiduciary and the servant is not transferable by 38

But this has become a very unpopular and unusual species of servants, the courts will not assign -

Gen Rules - 1st in what cases the ^{master} is bound by and in what he can take advantage of the acts of the servant - Those acts of the servant done by the masters command or in pursuance of ~~or~~ in legal contemplation the acts of the master - and all acts done in pursuance of the masters business in which he is impleaded are impleaded by the master B.C. 429, 2nd 442
Whatever the servant does within the scope of an authority given by the master is deemed the acts of the master - and the ^{express} presumption and the express command of the master of the servant to do a thing is the masters act - So the contracts of a clerk in a store is binding on the master - 8 Bar 559 -
2 New R - 411 -

If a servant is cheated of his masters property the master may have an action for fraud

Master and Servant

against the wrong done by 220 & 221.
If the servant is robbed of his master's goods,
either master or servant may maintain
action for them, for the servant has a special
and the master a general right in them.
Salk 513 3 Mod 289 - 4 Mod 368
12 Do 52 11 Do 8 - 3 Bae 69 -
Rolt 105 - 2d 265 -

A recovery by one is a bar to an action
by the other, and a judgment of a former
suit by one is pleadable in abatement
to an action by the other - Salk 127
The servant may declare as for his own
goods 2 Sand 379 Salk 673

If the servant is robbed in presence of his
master the latter only can maintain
the action Salk 678, Carth 145, Hawk 145

If the money of the master is obtained from
the servant by an illegal contract, the master
may recover it back; but he can't recover
money the servant has squandered, if it be
not in an illegal contract, 3 Bae 359

Master and Servant

If an Inn Keeper sells wots & fust the
master is liable yet this rule does not
apply to the wilcons of the servants of others

BC 430 Rule 2 8 Co 32

If the servant of an Inn Keeper sells bad
liquors the master is liable Rule 95 -

BC 430

But it is said the servant himself is not liable
even tho he knew the quality of the liquors
This rule is however very questionable

Rule 95 3 Bar 568 - also 328

3 Bar 563 - BC 430 -

The Genl Rule is that if the servant does an
unlawful act by the command of the
master both are liable Esp 580 588

It is said that if the servant does a wrong
of which he is ignorant by command
of the master, he is not liable, because
he is the involuntary agent of the master
This rule when rightly understood is un-
doubtedly correct 3 Bar 563

Master and Servant

But when the act causing the injury is forcible the servant is liable whether he knew he was doing wrong or not, for the intention is not regarded in trespass so if the servant cuts another trees supposing them to be his masters the servant is liable. the the master freed him cut them. BR 892

But if the act is not forcible the servant is not liable -

Those acts done ^{by the servant} not by the command of the Master express or implied are not the masters - nor is a father liable for the acts of his children only in the character of master, whenever they do them without his express or implied consent he is not liable for, Skin 228

Salk 282 - BC 431 - BR 538

If the servant while in pursuance of his masters business commits a willful injury the master is not liable. Et 105 Bos LR 472

Salk 141 wood 465 contra

Master and Servant

But if in pursuance of his his masters
business the servant commits an injury
thru ignorance or negligence the master is ~~liable~~

5 R 125 5 Do 548

1 Cr 105. B & L 31, 2 H. B. 442

The master is not in the first case liable
because it is not the act of the master, the
willfulness of the act necessarily implies that
it was not the act of the master - but the
latter case is the act of the master on
the ground that it is the masters duty
to provide himself with skillful and
careful servants - Salk 441 - 2 Ray 739 -

wood 405 - 2 Rob 539, B & L 31

These rules have been but lately settled, or
even understood, In 5 R 125. The action was
case for ^{of the master} the willful driving of the horse ^{of the}
off. and held to be misconceived. They ^{and}
should have been kept. In 2 H B. in a
similar case the Ct. said case ought to have
been brought, afterwards it was settled that no
action would lie - the cases above are
all decided right tho a wrong reason given

Master and Servant

in the two first. 2 New R 445—

Whenever the master is liable even for a forcible injury by his servant he is liable in case and not in trespass unless the master commanded the injury or was privy to it, but the action of the servant is trespass—

2 H. B 442—2 New R-445—

And if a servant employs another, and that other does an injury within the above rules the master is liable, Bos & P 404

6 R 411—

But in such cases an action will not lie against the intermediate author of the injury—
The master ^{only as liable} or the actual author of the injury—6 R 411—

But when the willful wrong amounts to a violation of a contract between the master and the party injured, the master is liable as when the servant of an artisan, say a blacksmith, willfully lames a horse in shoeing him, then there is an implied contract, violated, for the smith tacitly agrees to shoe the horse—^{will} the master however is not liable as for

Master and Servant
as well as wrong of his own To Ray 910
Lund 201 73-2 H.B. 158. 3 B.C. 165

A Sheriff is liable civiliter for the torts of
his under sheriff - To Ray 42 2 H. 154, BR 832
3 H. 309 - rent 238

For non commission of duty by the under
sheriff. the only remedy is agt. the Sheriff
because the under sheriff is not a known
public officer at Com. Law, Cro 849 -
Sack 18-441 - Comp-405 - Exp 608

For tortious torts both Sheriff and under
Sheriff are liable Exp 2603 -

In Com. however this distinction is not
observed because all under sheriffs depu-
ties &c. are known public officers and
execute in their own name -

A Post Master is not liable for the de-
beault of his subordinate officers -

To Ray 646 - Carth 487 - Com R 100
Comp 754 - 764 - Sack 17

Each officer in this department is liable for
his own wrongs - 3 W. 443 - BR 905, Comp 182

Master and Servant

The Master is bound by the contracts made for him by the Servt whenever the servt acts within the scope of ~~any~~ ^{any} ~~authy~~ ^{authy}.

And this Authy may be either Genl or special, express or implied 2^o ver 543

643- 2d Ray 221 - 3 Salk 234
10 Mod - 107 - 5 BR - 787 - -
8 Do - 531 - BC - 457 -

A Genl Authy. is one which extends to all contracts, or to all of a certain kind - as the Authy of a steward or a clerk - a special authy is confined to one or more specific contract as to buy a horse, or two, - An express Authy explains itself - An implied one is derived from circumstances - A contract made by a Servt. in the Masters presence for the master, a special authy will be implied from the masters tacit consent to it - Sending a servt with money to purchase, implies no authy to trade on credit - 3 Salk 234 - Show, 95 -
BC 430

Master and Servant

If goods but however on credit by the
Servt come to the use of the Master
the master is liable - 3 Salk 234

Com b. 450 - Chit 26 - 3 Feb. 625

If the master sends money by his Servt
and the Servt keeps the money and buys
on credit, the master will not be liable
tho the goods came to his use -

Id Ray 224 3 Salk 234 - 10 Mod 110

3 M 750 -

If a master has given his Servt credit with
~~the~~ ^{any} trades men, he must give notice
if he does not mean to continue his
credit, any private agent or transac-
tion will not be sufficient, - And the
notice must be as public as was the
credit 3 M 750 - Peak R. 42-154

10 Mod - 109 - 12 Do - 845 -

Chit 26 -

If the Servt makes a warranty of property
which he was authorized by the Master to
sell, the master is bound by the warranty

Master and Servant

unless he was expressly restrained from
warranting 4 R 177. Stra 553-505

Salk 289 - 4 R 111 4 R 680

And when the servant acts within the
scope of a Genl ^{Authority} ~~Authority~~ even an express
restriction ^{to warrant} if not made public or not known
to the purchaser ^{will bind} the master ~~will be bound~~
~~by the authority~~ - 10 Mod 109 -

3 R 750 - Cro 409 not law

Rep 143. 2 Rolt 25-26-

The concealing a known defect amounts to a
warranty 4 R 529. 532-2 Swift 120

It is laid down in some of the old books
that if a master sends a horse and does
not direct him to be sold to a particular
individual the master is not bound by
the warranty of the servant or concealment of defects

Rep 143. 2 Bar 595 8 Dods 60

This Mr Justice thinks is not law -

a private instruction will not discharge
the master from a warranty by a clerk
Salk 282-289 - Stra 553-3 R 757

Master and Servant

In all contracts where the master is bound by the warranty of his servant when he does it in the master's name, the servant is not bound - Role 95, 2 Role 270

But if the servant makes a contract in the name of his master of which he has no authority to make and by which the master is not bound. The servant will be bound. Row 128. 2 over 127

Any one who acts for and in pursuance of an Authority from another is for that purpose a servant as wife. Child &c.

BC 430

We have an Stat which provides that if a person is allowed by his master under whose Govt he is ^{to contract it} will bind the master Stat Comm 293

The expressions in this Stat are very ambiguous, for it can't mean all servants. It must mean only those who are under the domestic Govt. of a master.

Master and Servant

A master is not bound for expenses incurred by a servant ~~incurred~~ during sickness, with the exception I suppose of an apprentice. tho. this exception is doubtful. 2 Cr. R. 739 - 3 Bos. & P. 247

Contra Cr. R. 270 - And. J. J. 497

If a servant acts without authority he binds himself only. B. C. 431. Skin 228 - 3 B. & P. 562

The servant is liable for all wilful tort.
Cro. E. 175 - Com. 1.00. Salk 18

If both master and servant are ~~both~~ consenting to an injury both will be liable, and the servant is held to be consenting when he does forcible injury through negligence or ignorance, except when the injury is committed on property bailed to the master, as a horse to a blacksmith.

Sha 1083 - W. B. 328 - Cr. R. 2, 580-6
6 R. 411 125 - J. Ray 220 -

In the excepted case the servant is not liable to the party injured, tho. he may be to his master.

Master and Servant

as to the Masters liability see Couph 400
Lalk 508 - 586 -

The Master of a ship is liable to the freight
is for an injury arising by his neglect
and the Master is also liable. This is
an exception to the above Rule, and an
exception proves the Rule the maxim is.
This exception arises from the necessity
of the case for the owners are often un-
known to the freighters - Lalk 440

Canth 58 - vent 190 - 238 -

J. Ray. 229. 6 W 125

But to the Rule that the servant is liable
for a willful wrong there is no exception
a blacksmiths servant will be liable to
the owner for willfully burning his
horse -

Indebit. assumpsit will not lie against an
officer of the revenue for an overpayment
because he is an agent of the Govt.
Couph 69

Master and Servant

But if he extorts too much money from a citizen he may be sued for it. - *Cough* 182 -

If an Att'y knows that a debt has been released yet sues the releasee he will not be liable to the releasee for a vexatious suit, This Rule is established for public convenience. *Robt 95 Mod 209*
2 Bar 595 -

But for any fraudulent practice the Att'y will be liable to the party injured - *Hutton 126 Esp D. 618*

Liability of servant to his master -
The servant is liable to his master for all willful wrongs and for all neglects by which the master is injured *Wood 666*
Cro 261 10 Mod 109

If no damage ensues from a mere breach of orders no action will lie - nor for inefficiency in all manner - *Sid 298*.

Master and Servant

If damage however does ensue the servant
is liable for disobedience of lawful commands
Lea, 188-2 Keb. 88 More 248
Lid 298-

And the Rule is the same for breach of
any implied command. 2 Wils 325 -
Bar 2060 Op 517-

Ordinarily the servant undertakes only
for diligence and fidelity, and not for
Strength or skill - 10 Mod 109-3 Bar 564

In case of professional business the servant
however does undertake for skill, and by
express agreement he ^{in all cases} may engage for all manner
of skill and strength - 4 Co 84-3 Bar 564

The servant is liable over to the master when
ever the master has been subjected to a
third person for the negligence of the servant.

2 Hen 1083-10 Mod 109-

This rule however supposes the ^{master} servant to have
been a party with the servant in doing the injury
Bard 164 8 ER 185 Kirby 116

See 10th

Master and Servant

The Master's Authority over the servant.
The books say Gen. 9. that the master
has a right to chastise his servant for any
breach of duty & Sid 175 - BC. 428 -
Hawk 110 - 130 - Cro C 179 -
vent 70

All chastisements must however be reasonable
2 Mod 167 - 3 Mod 120 -

The Gen. 9 Rule however admits many quali-
fications - the master may chastise such
servants as are members of his family and
no others Sid 168 - BC 428

A master can never justify a wounding or
mayhem by reason of his Authority as
master - whether an assault and Battery
is justifiable is a question of fact.

2 Mod 167 - 3 Co 120 - 218 - 330 -
3 Bar 567 -

If the master justifies in pleading he must
state the how and the wherefore he is a
master - Sid 177 - 9 Co 76 - 2 Mod 167
H. Ray 61 - 310, Cro 350

Master and Servant

If the master in concealing kills his Servant
it will murder, manslaughter justifiable
or excusable homicide according to the
circumstances of the case Foster. 252

Keeling 55 Mad 478

A Servant cannot avoid a deed obtained
from him by duress to the master —
when the master is under duress to help him
out for he has no nobility in his part to do it.
The master has a remedy against third persons
for injury to his relative rights — If the master
loses his Servant service by reason of a third
person he has a remedy. Comp 55 Wood 469
6 Mod 182 Salk 380. D Ray 1116

If the servant is taken away by force the
proper action is trespass with a per quod.
If entered away the action is case with a
per quod. D Ray 1032 - 1117 - 2 M. 167.
Comp 55 - 3 Salk 191 - 2 C. 18.

And if a Servant voluntarily leaves his master
without just cause and is retaken by another

See 2 C. 18

Master and Servant

knowing the facts, he will be liable to the
Master. Noy 10-105-2 Lev 63. Id 380
3 Do 191 - 5 Do Noy 1115 -

If a servant is beaten so that the master
loses his services, both servant and master
may have their action, each for his injury -
9 Co. 113-10 Do 131-2 Bulst 198 -
Lid 175 - 2 Roll 119-Crof 618-2 Roll 682 -

A minor child is a servant within these
Rules, and an adult may be - and it
is on this principle that a parent re-
covers for detaining his daughter, tho
the loss of service is not the rule of damages
in these cases 2 Roll 568. 1 Noy 359 -

So a surgeon may be liable for an in-
jury for mal practice on the servant.
Roll R 124 - Roll 48-2 Bulst. 332 -
Ch. 501 -

And satisfaction
A recovery agt a servant for leaving his master
of his own accord, or the entire consent of an-
other, and a bar to an action against the
third person. Ben 1345. B.R. 387 -

Master and Servant

If the Master sues his servant in carrying
on a suit for no maintenance at Com Law
BC 429. 2 Rolle 115

A Servant may justify an assault in de-
fence of his Master - he may do all
that the master might himself justify
in his own defence Salk 407 2 Rolle 545

BC. 429 -

But the Servant cannot justify in defence
of his Master nor any further than
in defence of a stranger 3 Bac 568

2 Lictw. 1481 -

Whether the master can justify in
defence of his Servant is a disputed ques-
tion Mr. Gould thinks he may -
I think he cannot -

5 Day 62 - Salk 407 - BC, 429
2 Rolle 545. Laws, 124 -

1
~~Guardian & Ward~~
Different kind of Guardians
and their rights and duties
The law is much confused upon
this subject -

A Guardian is a person
standing in loco parentis
during the child's minority -
the child is called a Ward
1364, 50

In many the Guardian has the
charge of both the person and the
~~estate~~ ^{estate} of the ward - yet the estate
may be under one and the person
under another - then may be
united but are not necessarily -
1364, 50

By the Common law - there were two
guardians - and both were in the
the law has differ from the law
but this is not necessarily so -

+ Different kinds by Common
Law -

1. Guardianship in Chivalry -
This arose from feudal Polity
but this is now abolished with
the feudal system & last 28 notes!!
1366, 51-52

2 Guardianship by nature - and
they is called natural guardians.
Some think this was confined to
the father or father and mother
yet by laws ten others may be
guardians by nature.

But among persons more dis-
tinct than parents and in the
same degree of kindred those who
get the priority of his person have
the guardianship. C. 34. - A. 1. inst. 886

3 C. 226 113 C. 451

This extends to the person and
not the estate - and to the living
and deceased persons -
This continues till 21

1 Inst. 28. not 11

This extends by laws ten only to
the heir apparent and doubtless
whether this can extend to per-
sonal heir i. e. as a female

1 Inst. 84. 886 21

3 C. 386 latter 38

yet when the father is guardian
by nature still he may be guard-
ian by over the estate - yet the
father is not in consequence of the

1 C. 226 113 C. 451

former.

In law all a man's ~~children~~ children
are his offspring in England
only the eldest son is his off-
spring.

The father may exercise all the
guardians by appointing under
Ch. 2 a testamentary guardian.

In law a man cannot appoint
a testamentary guardian - since
we have no statute and the com-
mon law did not permit it -

(But 48 Geo. 3 c. 89 now)

In Eng a father is still a natural
guardian to all his children but
this does not mean that the father

is a natural guardian over
the younger children as by com-
mon law - But 48 "not 11"

For by

3 kind of Guardian

is by Guardian in socage -
this spring from ancient
tenure.

The only person subject to this
guardianship is one under
14 and void of lands by descent
in common socage -

The guardianship belongs to
one who is the nearest of kin
~~and~~ not capable of inheriting -

This is to prevent any alien
trust - 1 Inst 487 b 88 note 18th

2 Mod 175 1 Blk Com 481 2^o

This guardian may lease the
wards land till the latter arrives
at 21 and may maintain
ejectment in his own name -

Chick Some 98

2 VW 722 2 Bro 583-4

The right of the guardian extends
to the person - the socage estate - incor
poreal property and also personal prop
erty

Per 10th

Guardian and ward.

(Just 87 B 89 et note 18th Hutton 17th Boind 180)

The trust of this guardianship is not
assignable yet the guardianship
itself in Chancery is not assign-
able. (Just 90 B note 1 88th note 11th)

Plowd 295^a

This species of guardianship
determines at the age of 14.
The guardian is answerable
for all the profits and allowed
a compensation.

Lill. on 123 2 B on 687¹

1 B on 410 2^a

But this like all other kinds
of guardianship may be
superseded by the appoint-
ment of a testamentary guar-
dian. (Just 87 - note 13)

And last heard by Comm. on
Ss Guardians by nature -
this extends to the person of the

him. ~~His~~ ^{His} opponent note is not
his opponent and this takes
place when there is no other
guardian - and this termi-
nates at the age of 14 -
no other person can be such
a Guardian but father or mother

3 Col 38 Inst 84

88 inst 12 89 inst 13

20th

There is a general insubordination
among the State and our customs
bordering general insubordination
and this the father may ~~be~~^{afford}
whether of age or not he
will or need be afforded by
two witnesses in order to may
make the affirmation
for all infants unmarried
and under age - so even if
the infant is in venter so much
This intends both person and
all the estate of the ward and
surpasses every other
kind of sequestration

Just 8. 1. not 15. 1. PM 1703
2 PM 1704 2 Will 129 1 B Com 402

But this is not unignorable
2 At 14"

Under the 21 & 22 of the 8th May this
intention to ~~be~~ ^{be} ~~made~~ ^{made} ~~known~~ ^{known}.

Also of guardians of the same

Also some guardians and hith not enumerated by the old writers

1 Guardians help by the election of the infant - this takes place where there is no other for guardi ans help that is such a guard ians help as has not been one of the property and others on of the Ward - 1 inst 84 13 8 inst 85 11

first known about 1580 the need of the constitution -

The infant generally makes an election before one of the guardians or the infant - whether by deed or word does not appear therein 375 1 inst 84 7 1 inst 85 9 inst 85

3"

Guardian & Ward

The age for choosing the Guardian is said to be 14 & the will of the child has been made before and under -

before the Restoration they chose under that age -

Justin Bth says the age is 14
Hardgrave says they may choose under that age -

Cyants thinks the is no person age and further thinks the discretion is the only criterion

Bth Com 403 "291"

Part 87 part 103

In Com this is settled by Statute -

2^d kind is by appointment of the 3^d Chancellor. Courts of the began to exercise this power

more than a century ago -
It began in Wm and contin-
ued without interruption

Gift Ag Sep 172nd
1 Bm per co to 1st

By this power the Chancellor
makes the appointment
when he thinks proper yet
he does not exercise the power
of the infant ~~has~~ as

quarrel -

Now the power of the Chancellor
extends to ^{remove} ~~the~~ ^{well as} ~~the~~ ^{or} ~~the~~
instrument of a quarrel -

1st 89 note D

2 Bm 679 1 Bm 703

3rd 44 1 Bm 483

Dec 106 1 Bm 100

3rd kind is that appointed by the
ecclesiastical court but
whether this court has this
power has been doubted and
denied by high authorities

2 Dec 102 2 Bm 672

Bar 14/10 Dec 1824 + Inst 131 to 1825 Bond 6

The last species of guardianship
by the English law is

guardian per litteras -

and this happens when the
infant died but no guardian
and one is appointed specially
to assist him in making

his defence - it intends no

preference than the management

of that particular case -

this is not done in the

minor but a guardian

this, done upon very irregular

Inst 89 vol 10 135 b

5 Feb 53 to 2 Dec 130

B B Ch. Can 427

These are all the guardians
known to the law of England -

and there is much confusion

owing chiefly to the number

and their different objects and
powers

Under the len of Com - there is no
Guardians by Chivalry nor
in Socage (for no Lord in com-
mon len socage) no testamentary
Guardians - no ecclesiastical
Guardians by Chivalry - no

Only 3 kinds -

- 1 What we call Natural Guardians
- 2 Guardians appointed by Probate
- 3 Guardians ad litem -

1 Guardianship by natural
according to the Common Law
does not exist but - since
their interests in any only
as children not as not these
coherent and belongs to the Parents
or nearest of kin -

It is entirely to all minor

4

Children & both male & female
and continues until the
age of 21 "

The right to inherit this
right belongs to the father, upon
his death the ^{right} belongs to the
mother but by state the mother
acts as natural guardian
as does yet guardians
may be appointed to all the
male children arising from
her without preventing her
from acting as guardian
over the ~~children~~ -

The mother's right is not like
the father's ~~absolute~~ - over both
The Superior Court is not
the officer named to the
mother - why is this distinc-
tion, no man can tell says
Gould he thinks it should

entire to the females as well as
males.

But the Court said it has
a right to the then guardianship
that is if females.

Statute 373 1 Root 131.2

Our decision therefore goes
no further than this that
the mother is guardian by other
right to over the female under
the age 14 and her choice -
Guard 2 Root 320 - 1015

But so amended
to want the father's view on one
the guardianship can be appointed
and unless the father is removed
and then if at all must be
done for special reasons.

Stat 373

which in infirmity age
or gross imbecility - or for
poor & dear &

Re: Guardian of Wards

If an infant here for no other
guardian or more to it is
the duty of the Court of Probate
to appoint one.

If the infant is of age - the
Judge of Probate must
ask him to appear and
make his election. If the

infant refuses to appear
I will not appoint him -
then all the law is the infant
has that he may nominate for
himself.

The age for choosing is 14
By Stat is 14 for males in fem-
ales 12

Stat 42 373

If the infant does not choose
the Judge may choose and ap-
point one for him.
Stat 42 373

The mother is under the age of 21
 her age may be sufficient without
 assuming the infant -
 The nonline done without
 an express application to the
 Judge of Probate for the
 mother may act as guardian
 Our Court at Boston see
 clearly something of the
 same authority as the Chancellor
 now has in England - the Court at
 Boston may remove one and ap-
 point another - Stat of Can 34 3-2 put
 323ⁿ

Guardian & Warden

6th

Directed him that if an infant
chooses a guardian under age
he continues that guardian till
21 unless the infant after 14
shall nominate another who
shall be accepted - this means
the first guardian now appoint-
ed before the infant comes to the age of
choosing. Statute 25th 280-4

Our laws require the security
of Probate to take security for
the faithful discharge of the
guardian's property - If the
infant has no property the
guardian's own bond is sufficient
This bond requires the Guardian
to be solvent at full age before
if there is any danger of fraud -

Statute 373

But the Guardian is not seizable
by the ward while a minor in -

And he is called upon by the judge
of probate so to do.

And this is the record of the Court
from various suits from turbulent
Deeds - 1 Root 51-2

And in Guy or will or in
all your views on this matter
to account - 1 Just 89 "not 9"

The usual remedy for the
Ward of the Court is by
a bill in Chancery -

The action of account it now
will lie at law - yet the
former is more usual

Just 88 not 9
2 B. C. 453
1 B. C. 453

And in the Court of Chancery
to obtain an account of the
1 B. C. 453.

Now this is in law the remedy
is in law - the action at law
now being so remedial

and bill is chimney is in
England.

Of the estate of the Ward in
under the Guardian may
be brought to account by
my son - 1 Eq at 137-200
2 Nov 1772 Bal 579

In Eng if the Guardian is
guilty of any mis conduct
to the Ward the court of
Chancery may compel him
to get security

Thurs 3rd 1772 700-700 1773 2003
1 Nov 1770 1 Eq at 201"
Sole 31 1/2 20 Nov 1780
1780

No Guardian except the Parents
of the Ward ^{are} bound to support
the Ward & his M.

If one father is his Guardian
and other to support the Ward
he must do it

But if the parent has not ^{any} property and the word ^{for} ^{prop} ^{erty} then the father may or may leave from the court of Probate to use the ^{own} ^{property} -

Yet the father cannot do this of course is a matter of right

1 Beow Chy 387 Ther 157
Ther 285 30th 399

But a widow ~~not~~ ^{not} married is not bound to support her children ^{as} a former husband - she may use their ^{estate} if they have any property - even if she has property - I could doubt this - for if she is not bound before marriage as she was then the husband when marriage is ^{bound} ^{sup} ^{port} them further -
Contra 1 Beow 308 Ther 157 note

How much further a father can afford
a child's estate than for ordinary
expenses is not settled -

It is said that the parent may
go beyond ^{reasonable} La Howard with
penies this -

Sometimes the Chy will per-
mit the parent to use more
than for necessary expenses to
give a collegiate education
or a premium to enter upon
an apprenticeship -

The often the child refused
what the father is able

2 hint 1353, 2 hint 1354

255*3 At 399 Bun 136

they 100

Our Statute provides that
when an infants mortgage
is decided to remain upon
payment of the money the
grantee in whose name the
mortgage is made have power
to do it and may be compelled

As to it -

Act Cui-

In Eng. the Ward Times of the
the recovery of an -

On 21 Decr 1794 1 Bl. Rep.
595

So & Guardians of infants
have to joint tenants or
tenants in common may
make partitions.
Stat of Con 434

In Eng. this may be done
by the infant himself for
reason in infant does that
voluntarily whilst it can
say yes this shall bind
him - 1 Burr 1801

It is said in Holls at the on
infants Guardian in Eng. may
bind him that with infant
yet could doubt this for
the infant may do this him-
self and why should the Guardian

to this for him which he might do
in himself. 2 Roll 250 2 B. 184

A Guardian is never permitted
to make an extraordinary sale
Speculation for himself
with the Ward's Money

If the ward's creditor upon
a compromise with the
Guardian accepts less
than it seems that the infant
or Ward shall have the benefit
of the ward's deduction.

2 Chancery 245

2 B. 184 2 B. 184 2 B. 184

If a Guardian is considered
Chancery as trustee of the ward.

If a Guardian tortiously enters
upon an infant's lands and
takes the profits, the trustor
may be compelled to pay
over to the infant as to the
trustor was a trustee or
Guardian upon an action.

Brought in Chancery.

The infant may elect to
consider him as a trustee
for or as guardian - then
if he will fear then he cannot do more
to diminish if a guardian then he
must

1 Nov 58 1/2 Chancery 2130

1 Nov 58 1/2 Chancery 2135

342 1/2 Chancery 2130

And if the transferee has
continued in possession for
many years of the full
age the transferee is bound
to be out in the same action
for the profits which he has
after full age or well as those
received before full age
because Chancery considers the
act of his own as one continued
act. 1 Regent 1/2 Chancery 087

7

A Guardian must allow the
minor's interest for his money
unless he can show that
interest cannot be obtained
In case of invasion by ene-
mies war and so forth this
may occur -

2 Henry 8th

And if the Guardian has per-
sonal property belonging
to the infant he must pay
the debts of the infant and
not let the interest run on.
For if the Guardian does
this he must pay the inter-
est himself - nor can the
Guardian pay out of his
own money and charge
over the interest - because it is
his duty. Chico 10th 11th 23rd
Adding interest to pay interest in a debt

And if the Woods estate is in
mortgage the Yeoman must
apply the profits to sink the
interest - and if they are
more than enough to pay
the interest they must sink
the principal & build up
2779

The Yeoman cannot rest
the Woods money in London.
He does the word upon
full cap. may claim the
money or satisfy the contract
and accept the deed in full
and made out in the infant's
name -

He never to accept the
and he must pay the money
to the Yeoman - or if he
takes the the money to receive away
with Yeoman, per. 2185-5

If however the Ward dies with-
out making his election -
his Est must take the money
and cannot take the land -
he must take what was
properly the estate of the
Ward, which was money

1 Item 403. 3175.

2 Item 232

If Guardian is accounting
is only to pay the principal
and interest -

But if the Ward's money was
directed to be laid out in
stock or bonds and the

Guardian has sold it out
without standing bond it

will be true the infant may
elect to take the ~~trade~~ profits
of the trade or the interest &
the losses -

If Guardian must make up what
the money would have done had it
been put in the funds
2 Item 629

As to the marriage of Words - the Chan-
cellor of Eng. decides a very great
authority as to the continuation of
words of honor -

He may justify a marriage
without consent of the Queen
and all persons so
abetting are guilty of a con-
tempt

~~As~~ If the Queen in matters
permits an unlawful or
paragious marriage this will

Edwot uses 58.

210711.502" May 11.

If Chancellor of E. suspects
with contempt may confine
the word as being contrary to
think proper - Feb 58 1732. 112

Best 304

As case to be found the 11. 11. 11.
as Queen in yet Queen's
Chancellor might interfere &
as well as before is intended -

Guardianship

8

According to our usage ~~many~~
a guardian may be taken of
a minor though he is not ~~then~~
compelled to do so.

Constant provision -

A Guardianship of a female
terminates upon a marriage.
This means doubtless when
the husband is an adult -
The principle is that the husband
becomes a guardian for his wife
yet if he is a minor he is
not to be a guardian - ex

But a male's guardianship
does not terminate upon
his marriage if he continues
an infant. Then there is a great
impropriety in permitting
him that with the husband to be
guardian over his wife when he
himself has one who is guardian
over him -

May 9th 1844

1. Quotation and Words missing by official

- Gould thinks that a person who
indorses over an unissued note
with a pledge of security is a
competent witness to prove the assignment
Gould further thinks that the pledge
does not affect the case at all.

~~At Lawrence~~ makes a note if an
unissued, unindorsed note the payee
nor indorser can recover against
it but subsequent indorses can
recover against the indorser
severally - for each indorsement
is a new bill note to all in-
terests and purports or respects
the subsequent indorses -

Settlement of Indians - 5

1. When this under our law with
regard to original settlements
in their own rights

3 Gen "rules -

1. Under our Stat of persons not
in inhabitation of this state nor
any state in the U.S; ^{not} get a
settlement unless by a vote of
the town or by consent of civic
authority and select men or
unless he has been appointed
a some officer in that town

then writes to per. Stat of Com 391
- signers

2. ~~He~~ ^{no} inhabitation of any U.S. ^{state in the}
can gain a settlement in this
state unless he has one of the
qualifications before mentioned
or 324 dollars worth of property or
be in this ~~town~~ state in the

3 No Inhabitant of this State can
gain a settlement in any
other town, in the State unless
he has some free or more
of the foregoing qualifications
or 100 dollars worth of property
or unless he has supported some
of the poor in that town and paid
at least 341 his taxes

But Settlement for Corn born and Eng^{land}
A settlement may be acquired
by birth - the place where a
child is first born is his
prima facie place of settle-
ment - APT he can buy may
be shown 1BC 303 Court. 2, 33
Cant 304 1st 2185
2d May 507

From the place where an illegiti-
mate ^{child} is born is regularly his
place of settlement 1st 427-1BC 304
2d 507

And though the child is legitimate if the
parents have no place of residence
its residence is in that place where
it was born and this follows from
the general rule that the place of
its birth is prima facie evidence of
its settlement 1 B 6302-3 Carthor 433
Concl 3641 Do May 607

The general rule then amounts to
this the place of birth is prima
facie evidence but in the case
of legitimate children this
may be rebutted and in Gen.
it may be rebutted ~~for~~ in the
case of illegitimate children but
in general the presumption
that the place of the illegitimate
child's birth is his settlement
cannot be rebutted - *See Carter v. Sugden*

2 Mode is by Parental

The settlement of the parent is
the settlement of the child

Quarrell v. Quare 1 B 6303 Tolt 528
371-2 Do May 493

This mode of acquiring settle-
ment holds in Gay generally
as to legitimate children -
For illegitimate children can
inherit no such right from
the father - but by his will
1 Drift 159 1 prot 158

Settlements of this kind are
called derivative - so called
because the settlement is
derived from the parent -
3 Dr 110

The settlement of legitimate
infant children not as usual
made regularly follows the
settlement of the parents -
As after as the parent acquires
a new settlement the children
get a new settlement also

8 Dr 479 3 Dr 114 2 Dr 118
3 Esp Rep 1
Burr v. Barr 44 Mon 438 831
84-270-

It follows in the first place the
settlement from the ~~more~~ father than
of his ~~deed~~ the mother

Burn still uses 24-54
372 - Strong 745 Lacey 1413

This rule via derivation from the
mother admits an exception
when the widow had children
by a former husband - These
children do not follow the
settlement of the father because
he is not bound to support them

The settlement follows from
a principle of education
they are bound to give them
education and of course must
attend them 24th 528 La 345

3 Feb 259 Lacey 9 note
8 Mar 87 low

According to Connecticut & Wood
gives no settlement by being
with his guardian -
1 Mar 131 2

A settlement once acquired can
be lost in no other way than
by the acquisition of a new one
and as often as he acquires
a new he loses an old one

100303" Lark 324'

Bar sold on 370

The jurisdiction of property in
one town however does not give
himself a settlement only
it gives ~~the~~ power of maintaining
an inhabitant as long as he pleases

Often infant (illegitimate) is born
on the ocean - I should think she will
belong to that ship she is
the ship belongs - and if owner
a pauper I must be a slave
for pauper - The vessel is
considered as part of the territory
of the estate at least so far
the purchase - -

An infant may under some cases
acquire a settlement by commu-
nion -

In any an apprenticeship requires
a settlement by having with
his master - not so -

in Con 11 Geo 11312 156 30d. do. per
504. 30th 3480

And whenever an infant gives
a settlement of his own he is
ipso facto emancipated -

After a child is emancipated he
cannot take the benefit of
any new settlement required
by his father or mother for
he ceases to be a servant and
is not bound to follow his parents

30th 355 Stones 438
431 Burr sett to 220
638 805 80th 478
11th 183

The emancipation of an infant may
be effected in any

father -

thus an enlistment into the army
is an emancipation of the
slave -

Quere: whether this would be
the case if the enlistment should
be for a short term

Bureau sett cases 338
3 Th 110' 350' 8 Th 247'
8 Th 274' 5 Th 583

Though the attaining full age
is an emancipation yet this
is not the case if the held con-
tinues in the ^{his} father's family
this must mean if he
continues a member of the
family or a servant and ^{so} wages
his right of emancipation or full age
Th 2522 East 2008

3 A settlement may be required
by marriage

Thus on marriage the husband's
settlement is immediately
communicated to the wife and
of course the wife's former
settlement is lost.

Strongy 544

Bar will uses 152-371

Salk 528 Clark 202ⁿ

Bar will in 122 370

Salk 528-9-13 & 303ⁿ

The property divided in England
that if the husband has no
settlement the wife is ^{suspended} ~~suspended~~
and during coverture.
This is not now law.

Bar will in 122

Strongy 544, 682, Root 232^d

Now as to the husband's now if the husband
has no settlement and does
not remain in the realm.

or does not live with her¹¹
her settlement continues

Burr sett w 372-373

And in this case the wife
children acquire the same
settlement which the wife

had - Burr sett w 370-373

I have been thinking of you
 and wondering how you are
 getting on. I hope you are
 well and happy. I have been
 very busy lately, but I
 have managed to find some
 time to write to you. I
 hope you will excuse my
 brevity. I will write again
 soon. I love you very much.
 Your affectionate friend,
 M. L.





